

Governing Board Meeting

Agenda and Meeting Information

July 28, 2026

9:00 a.m.

Tampa Office

7601 US 301 North • Tampa, Florida
(813) 985-7481 • 1-800-423-1476

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



2379 Broad Street, Brooksville, Florida 34604
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

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The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Final Agenda GOVERNING BOARD MEETING

**JULY 28, 2026
9:00 AM**

**7601 US 301 North, Tampa, FL 33637
(813) 985-7481**

All meetings are open to the public

- › Viewing of the Board meeting will be available through the District's website at WaterMatters.org.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at WaterMatters.org.

Bartow Office

170 Century Boulevard
Bartow, Florida 33830
(863) 534-1448 or 1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240
(941) 377-3722 or 1-800-320-3503 (FL only)

Tampa Office

7601 Hwy 301 N
Tampa, Florida 33637
(813) 985-7481 or 1-800-836-0797 (FL only)

MEETING NOTICE

1. CONVENE PUBLIC MEETING

- 1.1 Call to Order
- 1.2 Invocation and Pledge of Allegiance
- 1.3 Employee Recognition
- 1.4 Additions/Deletions to Agenda
- 1.5 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach & Planning Committee:** Knowledge Management: Governing Board Committee Responsibilities Policy
- 2.2 **Operations, Lands & Resource Monitoring Committee:** Perpetual Easement – ROMP TR 10-3 Camden Field Data Collection Site – SWF Parcel No. 11-020-043 (Hillsborough County)
- 2.3 **Operations, Lands & Resource Monitoring Committee:** Third Amendment to Lease Agreement for Management and Use of the Jeanie and Pete Johnson Preserve – Hillsborough County – SWF Parcel No. 11-728-105X (Hillsborough County)
- 2.4 **Operations, Lands & Resource Monitoring Committee:** Budget Transfer Request for Additional Overtime in Support of Field Operations
- 2.5 **General Counsel's Report:** Partial Release of Easement – SWF Parcel Nos. 19-528-103P and 19-528-104 (Sumter County)
- 2.6 **General Counsel's Report:** Approval of Consent Order – Water Use Permit Violations; Permit Condition Violations – Taylor Woodrow Communities at Artisan Lakes, LLC, BTR at Artisan Lakes, LLC, and Artisan Lakes Community Development District – Water Use Permit Nos. 20003744.012 & 20003744.013 (Manatee County)
- 2.7 **Executive Director's Report:** Approve Governing Board Minutes – June 23, 2026

3. FINANCE/OUTREACH & PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.3 **Discussion:** Action Item: Proposed Millage Rate and Tentative Budget Update for Fiscal Year 2027
- 3.4 **Submit & File:** Information Item: Office of Inspector General Quarterly Update – April 1, 2026 to June 30, 2026
- 3.5 **Submit & File:** Information Item: Budget Transfer Report

4. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Information Item: Knowledge Management – Land Management Governing Board Policy

- 4.3 **Discussion:** Information Item: Hydrologic Conditions Report
- 4.4 **Discussion:** Action Item: Offer for Surplus Lands – Green Swamp East SWF 10-200-1314S (GSE-8) (Polk County)
- 4.5 **Discussion:** Action Item: Offer for Surplus Lands – Lake Hancock (LH-1), SWF Parcel No. 20-503-251S (Polk County)
- 4.6 **Submit & File:** Information Item: FY 2026 Land Management Review Summary

5. RESOURCE MANAGEMENT COMMITTEE

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Consent Item(s) Moved to Discussion

7. GENERAL COUNSEL'S REPORT

- 7.1 **Discussion:** Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions

8. COMMITTEE/LIAISON REPORTS

- 8.1 **Discussion:** Information Item: Agricultural & Green Industry Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

- 9.1 **Discussion:** Information Item: Executive Director's Report

10. CHAIR'S REPORT

- 10.1 **Discussion:** Information Item: Chair's Report
- 10.2 **Discussion:** Information Item: Employee Milestones

ADJOURNMENT



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2379 Broad Street, Brooksville, Florida 34604-6899

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Tampa Office

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Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Jack Bispham

Chair, Manatee

Ashley Bell Barnett

Vice Chair, Polk

John E. Hall

Secretary, Polk

Dustin Rowland

Treasurer, Pasco

John R. Mitten

Former Chair, Hernando, Marion

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Michelle Williamson

Former Chair, Hillsborough

Brian Aungst Jr.

Pinellas

Josh Gamblin

DeSoto, Hardee, Highlands

James Holton

Pinellas

Robert Stern

Hillsborough

Jim Turner

Charlotte, Sarasota

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 2026

OFFICERS	
Chair	Jack Bispham
Vice Chair	Ashley Bell Barnett
Secretary	John E. Hall
Treasurer	Dustin Rowland

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair James Holton

RESOURCE MANAGEMENT COMMITTEE
Chair Robert Stern

REGULATION COMMITTEE
Chair Nancy Watkins

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Dustin Rowland*

All Governing Board members are a member of each committee.

** Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Michelle Williamson
Environmental Advisory Committee	Josh Gamblin
Industrial, Commercial & Institutional Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Springs Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	John E. Hall
Sarasota Bay Estuary Program Policy Board	Jim Turner
Tampa Bay Estuary Program Policy Board	Nancy Watkins
Tampa Bay Regional Planning Council	Vacant

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2026

Governing Board Meeting

October 28, 2025 – 9:00 a.m., Brooksville Office
November 18, 2025 – 9:00 a.m., Tampa Office
December 16, 2025 – 9:00 a.m., Brooksville Office
January 27, 2026 – 9:00 a.m., Tampa Office
February 24, 2026 – 9:00 a.m., Brooksville Office
March 24, 2026 – 9:00 a.m., Tampa Office
April 28, 2026 – 9:00 a.m., Brooksville Office
May 19, 2026 – 9:00 a.m., Tampa Office
June 23, 2026 – 9:00 a.m., Brooksville Office
July 28, 2026 – 9:00 a.m., Tampa Office
August 25, 2026 – 9:00 a.m., Brooksville Office
September 22, 2026 – 3:00 p.m., Tampa Office

Governing Board Workshop

December 16, 2025 – 9:30 a.m., Brooksville Office

Governing Board Budget Hearing – 5:01 p.m., Tampa Office

2026 – September 8 & 22

Agricultural and Green Industry Advisory Committee – 10 a.m.

2025 – December 2
2026 – March 10 (replaced with March 27 tour), June 9, September 8

Environmental Advisory Committee – 10 a.m.

2025 – October 14
2026 – January 13, April 14, July 14

Industrial, Commercial, Institutional Advisory Committee – 10 a.m.

2025 – November 4
2026 – February 10 (replaced with Feb. 20 tour), May 5, August 11

Public Supply Advisory Committee – 1 p.m.

2025 – November 4
2026 – February 10 (replaced with Feb. 20 tour), May 5, August 11

Springs Coast Management Committee – 1:30 p.m.

2026 – February 18, July 8

Springs Coast Steering Committee – 2 p.m.

2026 – March 4, July 29

Meeting Locations

Brooksville Office – 2379 Broad St., Brooksville, FL 34604
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

Governing Board Meeting
July 28, 2026

1. CONVENE PUBLIC MEETING

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1.2 Invocation and Pledge of Allegiance..... 7

1.3 Employee Recognition 8

1.4 Additions/Deletions to Agenda 9

1.5 Public Input for Issues Not Listed on the Published Agenda..... 10

CONVENE PUBLIC MEETING

July 28, 2026

Call to Order

The Board Chair calls the meeting to order. The Board Secretary confirms that a quorum is present. The Board Chair then opens the public meeting. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a speaker's card. Comments will be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. Several individuals wishing to speak on the same issue/topic should designate a spokesperson.

Presenter:

Jack Bispham, Chair

CONVENE PUBLIC MEETING

July 28, 2026

Invocation and Pledge of Allegiance

An invocation is offered. The Board Chair conducts the Pledge of Allegiance to the Flag of the United States of America.

Presenter:

Jack Bispham, Chair

CONVENE PUBLIC MEETING

July 28, 2026

Employee Recognition

Staff that have reached 20 or more years of service at the District will be recognized.

Presenter:

Jack Bispham, Chair

CONVENE PUBLIC MEETING

July 28, 2026

Additions/Deletions to Agenda

According to Section 120.525(2), Florida Statutes, additions to the published agenda will only be made for "good cause" as determined by the "person designated to preside." Based upon that authority, the Chair has determined that good cause exists to make certain changes to the agenda. These changes are being made in order to permit the Governing Board to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed.

ADDITIONS: The items that have been added to the agenda were received by the District after publication of the regular agenda. The Board was provided with the information filed and the District staff's analyses of these matters. Staff has determined that action must be taken on these items prior to the next Board meeting. Therefore, it is the District staff's recommendation that good cause has been demonstrated and should be considered during the Governing Board's meeting.

Staff Recommendation:

Approve the recommended additions and deletions to the published agenda if necessary.

Presenter:

Brian J. Armstrong, P.G., Executive Director

CONVENE PUBLIC MEETING

July 28, 2026

Public Input for Issues Not Listed on the Published Agenda

At this time, the Board will hear public input for issues not listed on the published agenda.

Presenter:

Jack Bispham, Chair

Governing Board Meeting

July 28, 2026

2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, that item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

2.1	Finance/Outreach & Planning Committee: Knowledge Management: Governing Board Committee Responsibilities Policy.....	11
2.2	Operations, Lands & Resource Monitoring Committee: Perpetual Easement – ROMP TR 10-3 Camden Field Data Collection Site – SWF Parcel No. 11-020-043 (Hillsborough County).....	16
2.3	Operations, Lands & Resource Monitoring Committee: Third Amendment to Lease Agreement for Management and Use of the Jeanie and Pete Johnson Preserve – Hillsborough County – SWF Parcel No. 11-728-105X (Hillsborough County)	33
2.4	Operations, Lands & Resource Monitoring Committee: Budget Transfer Request for Additional Overtime in Support of Field Operations	54
2.5	General Counsel's Report: Partial Release of Easement – SWF Parcel No. 19-528-103P and 19-528-104 (Sumter County).....	56
2.6	General Counsel's Report: Approval of Consent Order – Water Use Permit Violations; Permit Condition Violations – Taylor Woodrow Communities at Artisan Lakes, LLC, BTR at Artisan Lakes, LLC, and Artisan Lakes Community Development District – Water Use Permit Nos. 20003744.012 & 20003744.013 (Manatee County)	61
2.7	Executive Director's Report: Approve Governing Board Minutes – June 23, 2026	81

CONSENT AGENDA

July 28, 2026

Finance/Outreach & Planning Committee: Knowledge Management: Governing Board Committee Responsibilities Policy

Purpose

As part of the District's Knowledge Management initiative, all the District's Governing Board Policies are being reviewed by the respective divisions.

Background/History

The District's Knowledge Management initiative was launched in FY2016 and is now a Core Business Process in the District's Strategic Plan. Knowledge Management is the practice of systematically and actively collecting, managing, sharing and leveraging the organization's data, information and processes. The focus since FY2018 has been on improving the organization of governing documents to facilitate knowledge sharing, ensure the alignment of division and bureau practices with Governing Board Policies and Executive Director Procedures, and allow for timely retrieval and review of existing governing documents.

The Governing Board Committee Responsibilities Governing Board Policy identifies the overall tasks, or topics, over which each of the four Governing Board Committees has oversight. This Policy is reviewed every three years. Minor changes were made to the Policy, including updating the name of the Industrial, Commercial & Institutional Advisory Committee under the Finance/Outreach & Planning Committee as well as some minor wording changes under the Operations, Lands & Resource Monitoring Committee.

Benefits

Updating existing Governing Board Policies increases efficiencies and ensures organizational alignment.

Strategic Plan

The Policy supports the District's Knowledge Management Core Business Process.

Exhibit

Governing Board Committee Responsibilities Policy

Staff Recommendation:

Approve the proposed changes to the Policy.

Presenter:

Robyn Felix, Bureau Chief, Communications and Board Services Bureau

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Governing Board Committee Responsibilities

Document Owner: Communications and Board Services
Bureau Chief

Approved By: Board Chair

Effective Date: 07/28/2026

Supersedes: 07/28/2020

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PURPOSE

The purpose of this Policy is to outline the Governing Board's committee approach that is used to conduct much of the District's business.

SCOPE

This Policy applies to the Governing Board.

AUTHORITY

Chapter 373, Florida Statutes (F.S.)

DEFINITIONS

N/A

POLICY

To effectively review the many issues to be considered by the Governing Board, the Governing Board has approved a committee as the appropriate forum to conduct much of the business of the District. The committees are: Finance/Outreach & Planning Committee; Operations, Lands & Resource Monitoring Committee; Regulation Committee; and the Resource Management Committee.

GOVERNING BOARD POLICY

Title: Governing Board Committee Responsibilities

Effective Date: 07/28/2026

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Each committee is a committee of the whole with all Governing Board members serving as committee members. The Governing Board chair will appoint each committee a chair and vice chair, except that the treasurer shall be the chair of the Finance/Outreach & Planning Committee.

Staff shall develop committee agendas with the Governing Board chair approving the final committee agendas. Committee agendas will be designated based on the following guidelines:

- 1) Review of ongoing initiatives in the realm of the Committee's responsibilities.
- 2) Consideration of new projects and programs in the realm of the Committee's responsibilities.

The following section outlines the responsibilities of each committee:

Finance/Outreach & Planning Committee

The Finance/Outreach & Planning Committee will provide leadership for the District's financial, outreach, and planning activities. The Committee will review all financial and administration activities of the District; ensure adequate internal controls exist to safeguard the assets of the District; assist District management in developing strategies to enhance the workforce of the District; and provide leadership for the District's strategic and long-range planning activities, community and legislative affairs initiatives and communication programs. The Committee also acts as the District's Audit Committee unless the Governing Board Chair appoints an Ad Hoc Audit Committee.

Specific Committee tasks related to Finance include accounting, administration and financial matters of the District; annual budget and millage levy rates; staffing levels; financial plans to address water resource development initiatives; oversight for the District's Office of Inspector General; and any and all other finance and administration related issues that require Committee review.

Specific Committee tasks related to Outreach & Planning include development and updating of the Strategic Plan or other plans; providing guidance and oversight of the District's standing Advisory Committees: the Agricultural and Green Industry; Environmental; Industrial, Commercial & Institutional; and Public Supply committees; providing guidance for strategic communications and public messaging; and any and all other outreach and planning related issues that require Committee review.

Operations, Lands & Resource Monitoring Committee

The Operations, Lands & Resource Monitoring Committee will provide leadership for the District's operations, land resource management and development activities, and monitoring of water resources and conditions, thereby ensuring appropriate resource management.

Specific Committee tasks related to Operations include operation and maintenance of the District's water control structures, including the Structures Capital Improvement Plan. Specific Committee tasks related to Lands include development of the Florida Forever Work Plan; consideration of lands identified for acquisition or surplus; strategies for land management and public use; contracts, leases, and maintenance agreements relating to land ownership and land use; and land use and management plans.

GOVERNING BOARD POLICY

Title: Governing Board Committee Responsibilities

Effective Date: 07/28/2026

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Specific Committee tasks related to Resource Monitoring include the District's hydrologic and geohydrologic conditions; water quality monitoring; Mapping and Geographic Information System programs; and projects and data collection/analysis efforts to support regulatory and rulemaking activities and water resource projects.

Regulation Committee

The Regulation Committee will provide leadership for the District's regulatory and enforcement programs, thereby ensuring appropriate resource management. The Committee will review the District's permitting rules, procedures and support needs relating to various categories of water use, well construction, environmental resource and other regulatory programs, permit fees, and areas determined to be of special hydrologic concern.

Specific Committee tasks related to Regulation include monitoring, reviewing and refining permitting procedures and practices as well as enforcement procedures and practices in compliance with Chapters 40D and 62, F.A.C., and Chapter 373, Florida Statutes; reviewing and updating the permit fee structure and penalty matrices and recommending actions pertaining to Water Shortage Orders.

Resource Management Committee

The Resource Management Committee will provide leadership for the District's water resource management and development activities, thereby ensuring appropriate resource management.

Specific Committee tasks related to Resource Management include reviewing District initiatives and programs, including Water Use Caution Areas, the Surface Water Improvement and Management (SWIM) Program, Springs initiatives, Minimum Flows and Levels, the Facilitating Agricultural Resource Management Systems Program, the Watershed Management Program and the Cooperative Funding Initiative; and development of the District's Regional Water Supply Plan and SWIM plans.

DISTRIBUTION

This Policy will be stored in the Governing Board Policy Repository.

REFERENCES

Chapters 40D and 62, Florida Administrative Code (F.A.C.)

Chapter 373, F.S.

REVIEW PERIOD

This policy will be reviewed every three (3) years by the Document Owner or designee and updated for Governing Board approval if needed to implement policy revisions.

GOVERNING BOARD POLICY

Title: Governing Board Committee Responsibilities

Effective Date: 07/28/2026

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DOCUMENT DETAILS

Document Name	Governing Board Committee Responsibilities
Formerly Known As	Governing Board Committee Responsibilities
Document Type	Policy
Author(s)	Robyn Felix
Reviewing Stakeholder(s)	Division Directors; General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	CBS Bureau Chief
Review Period (in days)	1,095
Span of Control	Governing Board
Supersedes Date	07/28/2020
Effective Date	07/27/2026

APPROVAL

Paul J. Bispham
Chair

07/28/2026

CONSENT AGENDA

July 28, 2026

Operations, Lands & Resource Monitoring Committee: Perpetual Easement – ROMP TR 10-3 Camden Field Data Collection Site – SWF Parcel No. 11-020-043 (Hillsborough County)

Purpose

Recommend the Governing Board approve a Perpetual Easement and Temporary Construction Easement granted to the District that provides ingress and egress access to the District's Regional Observation and Monitor-well Program (ROMP) well site TR 10-3.

Background

In 1978, the District obtained an easement, SWF Parcel No. 11-020-018, from Hillsborough County at Simmons Bowers Park to install a future monitor well site known as ROMP TR 10-3. Recently, District staff revisited this location and determined that site conditions are prohibitive for well installation because of overhead interference from mature trees and the presence of nearby fencing. Therefore, District staff requested a new well site location from Hillsborough County that would be suitable for well construction activities. Hillsborough County identified an alternate location on the right-of-way off Camden Field Parkway, SWF Parcel No. 11-020-043, (ROMP TR 10-3 Camden Field) north of the original location at Simmons Bowers Park and indicated a willingness to provide a Perpetual Easement. District staff conducted a site visit and confirmed that the Camden Field location is acceptable.

The ROMP TR 10-3 Camden Field well site will support long-term monitoring for the District's Coastal Groundwater Quality Monitoring Network. Data collected at this well site will help evaluate groundwater conditions in the Southern Water Use Caution Area (SWUCA) and Most Impacted Area (MIA) regions of southern Hillsborough County, including tracking the position and movement of the saltwater interface. The information will also contribute to the ongoing assessment of the South Hillsborough Aquifer Recharge Program (SHARP), a Cooperative Funding Initiative project between the District and Hillsborough County.

Exploratory core drilling and testing are proposed to begin in FY 2030. Five (5) monitor wells are planned for construction at the site, including a surficial aquifer well, two Hawthorn aquifer system wells, and two upper Floridan aquifer wells.

Benefit/Costs

Access to the proposed data collection site for construction is critical to meet the District's data collection needs. Well construction costs are estimated at \$930,000. Long-term water quality monitoring costs approximately \$2,200 per year and includes labor, laboratory analysis, and parts/supplies. Long-term water level monitoring costs for the five wells are approximately \$11,100 for equipment and installation and approximately \$280 per year for monitoring. There is no cost associated with the easement itself, as Hillsborough County is donating the easement.

Strategic Plan

This Easement supports the District's Strategic Plan Water Resources Planning and Monitoring.

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Perpetual Easement

Exhibit 4 – Temporary Construction Easement

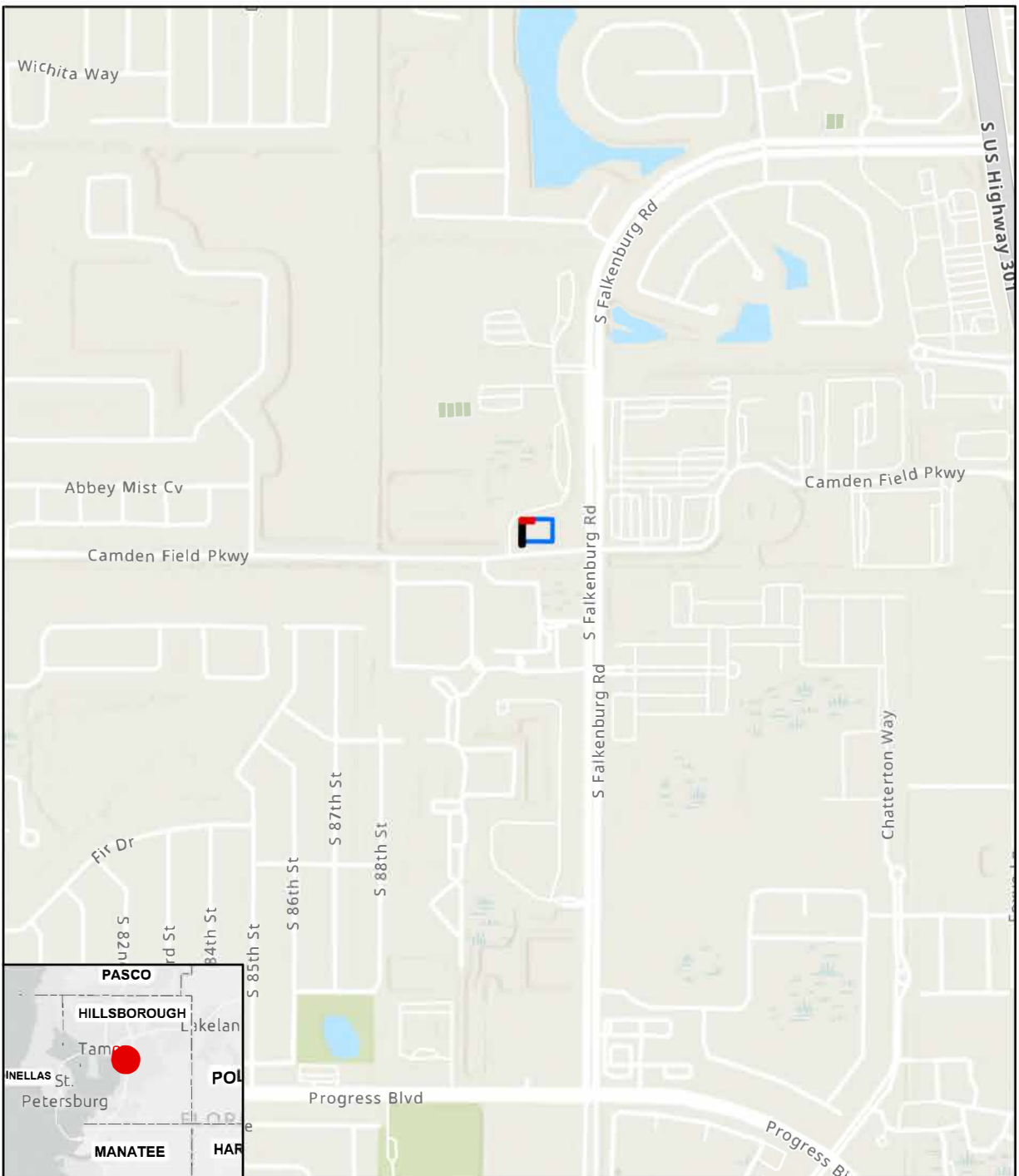
Staff Recommendation:

- Approve the Perpetual Easement and the Temporary Construction Easement Agreement and authorize the Chair and Secretary to sign on behalf of the District.
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
ROMP TR 10-3 Camden Field Data Collection Site - SWF Parcel No. 11-020-043
Location Map



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Well Site Easement Area
- Access Easement Area
- Temporary Construction Easement Area

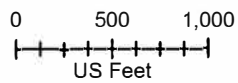


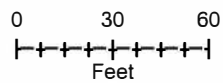
Exhibit 2
ROMP TR 10-3 Camden Field Data Collection Site - SWF Parcel No. 11-020-043
Site Map



 Well Site Easement Area

 Access Easement Area

 Temporary Construction Easement Area



Southwest Florida
Water Management District

Exhibit 3

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

ROMP TR 10-3 Camden Field Parkway Data Collection Site
SWF Parcel No. 11-020-043
County Project No.: 2023-080-U
Approved by Attorney: *DD*

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2026, by and between Hillsborough County, a political subdivision of the State of Florida, having an address of Post Office Box 1110, Tampa, Florida 33601, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys to Grantee a non-exclusive, perpetual easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To construct, maintain, repair, or replace up to five (5) monitoring wells and data monitoring equipment over the land more particularly described as the Well Site Easement Area on **Exhibit "A"** attached hereto and made a part hereof (Well Site Easement Area); and
- b. For ingress and egress upon, over and across the land more particularly described as the Access Easement Area on **Exhibit "A"** attached hereto and made a part hereof (Access Easement Area) to access the monitoring wells and equipment in order to perform hydrologic measurements, conduct ground-water pumping tests, and to observe fresh/salt water interface levels.

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantee hereby agrees to restore the Access Easement Area to the same condition as it was prior to any construction, maintenance, repair, or access by Grantee.

To the extent permitted by law, Grantee agrees to indemnify and hold harmless County, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by Grantee, its agents and contractors out of use of the Well Site Easement Area and Access Easement Area. Provided, however, that such indemnification shall not apply to claims

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ROMP TR 10-3 Camden Field Data Collection Site
SWF Parcel No. 11-020-043

arising from County's negligence or willful misconduct out of the use of the Well Site Easement Area and Access Easement Area. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. Nothing contained herein will be construed to constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

This Easement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Hillsborough County, Florida. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

Except as otherwise specified herein, the Grantor and Grantee will each be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of or relating to this Agreement.

This Easement shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

ATTEST:
VICTOR CRIST
CLERK OF THE CIRCUIT COURT

**HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

BY: _____

CLERK OR DEPUTY CLERK

DEPUTY CLERK

BY: _____

CHAIRMAN

CHAIRMAN

PRINT NAME: _____

DATE: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____

Todd Sobel
Assistant County Attorney

DRAFT

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Southwest Florida Water Management
District

By:

Name: Paul J. Bispham
Title: Chair

ATTEST:

By: _____
Name: John E. Hall
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Paul Jack Bispham as Governing Board Chair of the Southwest Florida Water Management District, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

EXHIBIT "A"

Well Site Easement Area and Access Easement Area

LEGAL DESCRIPTION: PARCEL NO. 11-020-043 (PROPOSED WELL SITE AREA)

A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF CAMDEN FIELD ROAD, PER OFFICIAL RECORDS BOOK 10753, PAGE 915, ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA THENCE RUN ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, NORTH 89°39'56" WEST, AS SHOWN ON THE BOUNDARY SURVEY BY WILSON MILLER, FOR THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, PROJECT NUMBER 04388-001-00, DATED JANUARY 6TH 2004, BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 1382.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FALKENBURG ROAD AS SHOWN ON SAID BOUNDARY SURVEY; THENCE LEAVING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°39'56" WEST, ALONG A LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID PARALLEL LINE, SAME ALSO BEING THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 NORTH 89°39'56" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915; THENCE NORTH 00°09'46" EAST, ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 114.49 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF CAMDEN FIELD PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 10753, PAGE 096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE NORTH 00°09'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 147.20 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'40" EAST, A DISTANCE OF 20.00 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915; THENCE SOUTH 89°39'56" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 80.00 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°09'46" WEST, ALONG A LINE 80 FEET EAST OF A PARALLEL WITH THE AFORESAID WEST LINE OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°39'56" WEST, ALONG A LINE 20 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 1600 SQUARE FEET OR 0.04 ACRES MORE OR LESS

LEGAL DESCRIPTION: PARCEL NO. 11-020-043 (PROPOSED ACCESS AREA)

A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF CAMDEN FIELD ROAD, PER OFFICIAL RECORDS BOOK 10753, PAGE 915, ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA THENCE RUN ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, NORTH 89°39'56" WEST, AS SHOWN ON THE BOUNDARY SURVEY BY WILSON MILLER, FOR THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, PROJECT NUMBER 04388-001-00, DATED JANUARY 6TH 2004, BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 1382.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FALKENBURG ROAD AS SHOWN ON SAID BOUNDARY SURVEY; THENCE LEAVING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°39'56" WEST, ALONG A LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID PARALLEL LINE, SAME ALSO BEING THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 NORTH 89°39'56" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915; THENCE NORTH 00°09'46" EAST, ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 114.49 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF CAMDEN FIELD PARKWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 10753, PAGE 096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 147.20 FEET; THENCE LEAVING SAID WEST LINE, ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, SOUTH 89°39'56" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°09'49" WEST, ALONG A LINE LYING 20 FEET EAST OF AND PARALLEL WITH AFORESAID WEST LINE OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 145.18 FEET, TO AN INTERSECTION WITH AFORESAID NORTH RIGHT-OF-WAY LINE OF CAMDEN FIELD PARKWAY; THENCE SOUTH 84°32'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 2,924 SQUARE FEET OR 0.07 ACRES MORE OR LESS

Exhibit 4

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

ROMP TR 10-3 Camden Field Parkway Data Collection Site
SWF Parcel No. 11-020-043
County Project No.: 2023-080-U
Approved by Attorney: *DD*

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (Agreement) is made this ____ day of _____, 2026, by and between Hillsborough County, a political subdivision of the State of Florida, having an address of Post Office Box 1110, Tampa, Florida 33601 (County) and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (Grantee).

WHEREAS, County holds fee title to certain real property identified in that certain deed as recorded in OR Book 7790, Page 1640, Hillsborough County, Florida, (Property); and

WHEREAS, Grantee desires temporary access and use of a portion of the Property further described below to use as a staging area for construction equipment and materials during the construction of five (5) monitoring wells and data monitoring equipment; and

WHEREAS, County agrees to allow access and use of the portion of the Property described further below for the purposes provided herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, County and Grantee hereby agree as follows:

1. County grants to Grantee, its employees, agents, and subcontractors a temporary construction easement to enter upon, over, and across and to use all lands, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (Temporary Construction Easement Area), to stage construction equipment and materials during the construction of the monitor wells. Uses may include the storage of vehicles and other construction materials and equipment in connection with construction conducted of the Project by Grantee and may also include ingress and egress for workers, machinery, and vehicles over and across the Temporary Construction Easement Area. The number of workers, and the type of machinery and vehicles, will be the minimum reasonably necessary to effectuate the purpose of this Agreement.
2. The temporary construction easement period will begin upon the start of project construction by the Grantee and will continue in effect through the completion of construction of the project by Grantee, unless earlier terminated by either party giving

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ROMP TR 10-3 Camden Field Parkway Data Collection Site
SWF Parcel No. 11-020-043

sixty (60) days prior written notice to the other party, at the address set forth above. Notwithstanding, this temporary construction easement shall automatically terminate thirty-six (36) months from the start of project construction.

3. To the extent permitted by law, Grantee agrees to indemnify and hold harmless County, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by Grantee, its agents and contractors out of use of the Temporary Construction Easement Area. Provided, however, that such indemnification shall not apply to claims arising from County's negligence or willful misconduct out of the use of the Temporary Construction Easement Area. Nothing contained herein will be construed to constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.
4. Grantee agrees that: (i) it will, at its expense, promptly comply with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the Temporary Construction Easement Area that pertain to Grantee's use of the Temporary Construction Easement Area by Grantee; (ii) it will not at any time claim any interest or estate of any kind in the Temporary Construction Easement Area; (iii) it will not create or cause to be imposed, claimed or filed upon the Temporary Construction Easement Area, or any portion thereof, or upon the interest therein of County, any lien, charge, or encumbrance whatsoever; and (iv) upon termination of this Agreement, it will promptly restore the Temporary Construction Easement Area to a safe and aesthetic condition, as existed prior to Grantee's use.
5. Grantee will at all times keep the Temporary Construction Easement Area free of hazardous materials generated by, resulting from or being incident to Grantee's use of the Temporary Construction Easement Area, and neither Grantee nor any of its employees, agents, invitees, licensees, or contractors will use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of hazardous materials in, on or about the Temporary Construction Easement Area, in violation of any federal, state or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Grantee will give County prompt written notice of any claim received by Grantee from any person, entity, or governmental agency that a release or disposal of hazardous materials has occurred on the Temporary Construction Easement Area.
6. This Agreement may not be assigned, in whole or in part, by Grantee without the written consent of County, which consent may be withheld by County in its sole discretion.
7. The waiver by either County or Grantee of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.
8. If any covenant or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced, all other covenants and provisions of this Agreement will,

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ROMP TR 10-3 Camden Field Parkway Data Collection Site
SWF Parcel No. 11-020-043

nevertheless, remain in full force and effect, and no covenant or provision will be dependent upon any other covenant or provision unless so expressed herein. This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.

9. This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Hillsborough County, Florida. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.
10. Except as otherwise specified herein, the County and Grantee will each be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of or relating to this Agreement.
11. This Agreement will be deemed automatically terminated upon any failure of performance by Grantee of its obligations under the terms of this Agreement, provided County has given Grantee at least ten (10) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as is reasonable) of the failure, and the failure will not have been cured within such applicable period.
12. The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement Agreement on the day and year last written below.

ATTEST:

**VICTOR CRIST
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY,
A Political Subdivision of the State of
Florida**

By: _____

DEPUTY CLERK

By: _____

CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Todd Sobel
Assistant County Attorney

Draft

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Southwest Florida Water Management
District

By: _____
Name: Paul J. Bispham
Title: Chair

ATTEST:

By: _____
Name: John E. Hall
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Paul Jack Bispham as Governing Board Chair of the Southwest Florida Water Management District, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

Exhibit A

LEGAL DESCRIPTION: PARCEL NO. 11-020-043 (PROPOSED TEMPORARY CONSTRUCTION AREA)

A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF CAMDEN FIELD ROAD, PER OFFICIAL RECORDS BOOK 10753, PAGE 915, ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, , TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE RUN ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, NORTH 89°39'56" WEST, AS SHOWN ON THE BOUNDARY SURVEY BY WILSON MILLER, FOR THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, PROJECT NUMBER 04388-001-00, DATED JANUARY 6TH 2004, BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 1382.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FALKENBURG ROAD AS SHOWN ON SAID BOUNDARY SURVEY; THENCE LEAVING SAID SOUTH LINE, ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 00°09'46" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°39'56" WEST ALONG A LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID PARALLEL LINE, SAME ALSO BEING THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, NORTH 89°39'56" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915; THENCE NORTH 00°09'46" EAST ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND, RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 141.69 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'46" EAST, ALONG THE WEST LINE OF SAID CERTAIN PARCEL RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 140.00 FEET, TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, SAME ALSO BEING A POINT ON THE SOUTH BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 13938 PAGE 268, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG AND COINCIDENT WITH SAID NORTH BOUNDARY LINE AND SAID SOUTH BOUNDARY LINE, SOUTH 89°39'56" EAST, A DISTANCE OF 200.00 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE AND SAID SOUTH BOUNDARY LINE, SOUTH 00°09'46" WEST, ALONG A LINE 200.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 140.00 FEET; THENCE NORTH 89°39'56" WEST, ALONG A LINE 140.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 AND SAID SOUTH LINE OF CERTAIN PARCEL OF LAND

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ROMP TR 10-3 Camden Field Parkway Data Collection Site
SWF Parcel No. 11-020-043

RECORDED IN OFFICIAL RECORDS BOOK 13938 PAGE 268, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 28,000 SQUARE FEET OR 0.64 ACRES MORE OR LESS

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Draft

CONSENT AGENDA

July 28, 2026

Operations, Lands & Resource Monitoring Committee: Third Amendment to Lease Agreement for Management and Use of the Jeanie and Pete Johnson Preserve – Hillsborough County – SWF Parcel No. 11-728-105X (Hillsborough County)

Purpose

The purpose of this item is to request Governing Board approval for the Third Amendment to Lease Agreement (Third Amendment) for the Management and Use of the Jeanie and Pete Johnson Preserve (Preserve) with Hillsborough County (County).

Background

The District and the County jointly acquired the approximately 70-acre Preserve, SWF Parcel No. 11-728-105, formerly known as Ekker Preserve, in 2001. The District holds the fee title, and the County manages the Preserve through a lease agreement (Agreement) between the District and the Hillsborough County Board of County Commissioners effective April 4, 2001. The Agreement was amended for the first time on June 25, 2003, to incorporate additional property to the Preserve and amended for a second time on September 1, 2010, to authorize cooperative funding reimbursement towards management of the Preserve.

County staff recently identified the Preserve as a preferred location for an aquifer recharge well (RW-3 wellsite), a part of the County's South Hillsborough Aquifer Recharge Program (SHARP) Phase 3. SHARP is a major effort to use reclaimed water to recharge a non-potable zone of the Upper Floridan aquifer along the coast in the southern portion of Hillsborough County. The goal of the program is to improve water levels within the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA) and possibly slow the rate of saltwater intrusion within the region. The County has requested a Perpetual Easement and a four-year Temporary Construction Easement (together, Easements) to access, install, and maintain one recharge well (RW-3), companion compliance wells, and monitoring wells on the Preserve.

This Third Amendment will convey the requested Easements and memorialize the County's commitment to make certain improvements to the property that support the project. The improvements include removal of a dilapidated barn and former house to install a new three-bay building that will provide shelter for the RW-3 wellsite, which will include the recharge well, the associated companion compliance wells, and associated monitoring wells, and equipment used for management of the Preserve.

Benefit/Costs

The benefit of the project is to expand the use of reclaimed water to recharge the non-potable zone of the Upper Floridan aquifer, helping to improve aquifer level conditions in the MIA of the SWUCA. The County shall continue to work with the District to maintain and improve the appearance of the Preserve with this project. The County will be removing two dilapidated structures and preplacing them with a new three-bay building that will match the property aesthetic. There is no cost to the District, other than staff time to process the donation of the easement.

Strategic Plan

This Third Amendment to Lease Agreement supports the District's Strategic Plan Land Management and Water Resources Planning and Monitoring Core Business Process.

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Third Amendment to Lease Agreement

Staff Recommendation:

- Approve the Third Amendment to Lease Agreement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to finalize the amendment to lease agreement in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

The map displays the Sunshine Acres area in Hillsborough County, Florida. Key features include the Alafia River flowing through the center, and the Gibsonton and Garden City neighborhoods. A yellow highlighted area is situated near Bullfrog Creek and Symmes Rd. Major roads shown include Highway 41, Highway 75, and Highway 301. An inset map in the bottom left corner provides a regional context, showing the location within the Tampa Bay area, including Hillsborough, Pinellas, and Manatee counties.

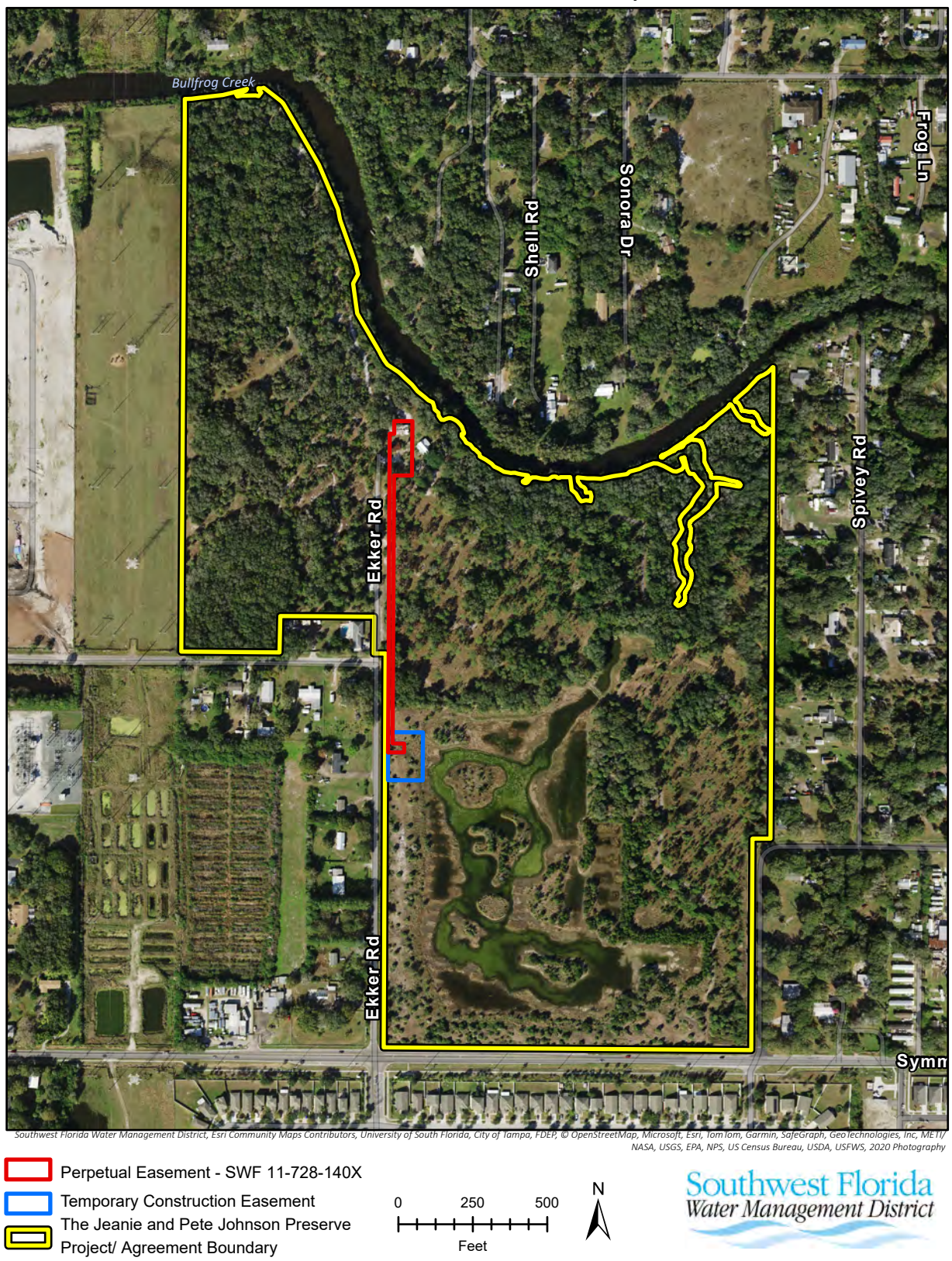
University of South Florida, City of Tampa, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA, University of South Florida, City of Tampa, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS

-



Southwest Florida
Water Management District

Exhibit 2
Third Amendment to Lease Agreement For Management and Use of the Jeanie and Pete Johnson Preserve
SWF Parcel No. 11-728-105X - Site Map



**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FOR MANAGEMENT AND USE OF THE JEANIE AND PETE JOHNSON PRESERVE
PROJECT
(f.k.a. EKKER PRESERVE)**

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT (the "Third Amendment"), is made and entered into this _____ day of _____, 2026, by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the (County), and having an address of 601 East Kennedy Boulevard, Tampa, Florida, 33602, and the Southwest Florida Water Management District, a public corporation of the State of Florida, hereinafter referred to as the (District), and having an address of 2379 Broad Street, Brooksville, Florida, 34604-6899.

WITNESSETH:

WHEREAS, the County and District entered into an Interlocal Agreement (the "Agreement") dated February 7, 2001, which described the terms and conditions by which the District and County would acquire and manage lands mutually identified for preservation along the Jeanie and Pete Johnson Preserve Project, formerly known as the Ekker Preserve Project, located in Hillsborough County, and hereinafter referred to as the "Project;" and

WHEREAS, the terms and conditions of the Agreement state that the County shall manage the acquired portions of the Project under a Lease Agreement and said Lease Agreement was executed between the County and District on April 4, 2001 (the "Original Lease Agreement") and amended thereafter on June 25, 2003 (the "First Amendment") and September 1, 2010 (the "Second Amendment") (hereinafter collectively referred to as the "Lease Agreement"); and

WHEREAS, the County and District have previously entered into cooperative funding agreements for certain phases of the South Hillsborough Aquifer Recharge Program (SHARP) which is a program to develop aquifer recharge into the non-potable zone of the Upper Floridan aquifer along the coast in the southern portion of Hillsborough County; and

WHEREAS, although the District is not cooperatively funding Phase 3 of SHARP, the County has identified a suitable location for a recharge well, in addition to compliance wells and monitoring wells as part of Phase 3 of SHARP on the Project and has requested the District's permission to install same; and

WHEREAS, the District has no objection to the installation of the aforementioned wells by the County; and

WHEREAS, the County and the District wish to amend the Lease Agreement to modify its terms and conditions to accommodate the County's request as well as define each party's responsibilities thereto.

NOW THEREFORE, the County and District, for and in consideration of the mutual covenants and conditions contained herein, do mutually agree to amend the Lease Agreement as follows:

1. The District agrees to allow the County to install a recharge well, in addition to companion compliance wells and monitoring wells (hereinafter collectively referred to as the "Wells") by granting the County a perpetual easement and temporary construction easement over a portion of the Project area, as depicted in **Exhibit "A"**, attached hereto. The portion of the Project area which the perpetual easement will encumber shall hereinafter be referred to as the "Well Site".

2. The County will be solely responsible for any and all costs associated with the installation, maintenance, and monitoring of the Wells at the Well Site pursuant to the perpetual easement. The County shall properly plug and abandon Wells in accordance with applicable requirements upon mutual agreement by the County and District.

3. The County shall provide the District with any and all data collected from the Well Site on a monthly basis in a format consistent with the Florida Department of Environmental Protection permit requirements.

4. The County will demolish and remove the old barn and former residential block structure at the Project located as described in **Exhibit "B"**, attached hereto and made a part hereof, and replace them with a new building. Prior to construction of the new building the County shall submit final construction plans to the District for review and approval, which approval shall not be unreasonably withheld. The District shall review and provide comments and/or approval of any plans submitted by the County within sixty (60) days of receipt.

5. The terms, covenants and conditions set forth in the Original Lease Agreement, First Amendment, and Second Amendment, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Third Amendment to the Lease Agreement has been executed by and on behalf of the County by its Chairman of the Board of County Commissioners and the seal of the County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the District has caused this Third Amendment to the Lease Agreement to be executed by its Chair and its corporate seal to be affixed hereto and attested by its Secretary as of the day and year set forth next to their signatures.

ATTEST: VICTOR CRIST,
Clerk of the Circuit Court

**HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

By: _____
Deputy Clerk

By: _____
Chairman (or Vice Chairman)

BOCC Document No _____

Print Name: _____

Approved as to form and legal sufficiency

BOCC Approval Date: _____

By: _____
Assistant County Attorney

Approved by the Governing Board of the **SOUTHWEST FLORIDA WATER MANAGEMENT**
DISTRICT this _____ day of _____, 2026.

(DISTRICT SEAL)

By: _____
Paul J. Bispham, Chair

Attest: _____
John E. Hall, Secretary

Exhibit "A" to the Third Amendment to Lease Agreement

Hillsborough County Facilities Management &
Real Estate Services Department
Attn: Eric Watkins
P.O. Box 1110, Tampa, FL 33601

Parcel No: 900
Project: No.: 2023-080-U
Project Name: South Hillsborough Aquifer Recharge Program (SHARP) (SWFWMD)
Folio #: 050682-0000
S 25, T30, Range 19
SWF Parcel No. 11-728-140X
8/26/2024

Reviewed for Legal Sufficiency on: TS
Todd Sobel, Assistant County Attorney: _____

PERPETUAL EASEMENT

THIS PERPETUALEASEMENT made this _____ day of _____, 2026, by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604, as the Grantor, and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, whose address is: Post Office Box 1110, Tampa, Florida 33601, as the Grantee.

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid, receipt of which is hereby acknowledged, does grant unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license and right, together with the right of ingress and egress (the "**Easement**") over, across, upon, through and under that certain property of Grantor, which is more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Easement Area**"). The Easement includes the right to install, construct, operate, maintain, repair and replace a recharge well, in addition to compliance wells and monitoring wells, and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the Easement Area.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first above written.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Print Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print Name of Witness #2

Address of Witness #2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Paul J. Bispham, as Chair of the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, on behalf of the corporation, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(SEAL)

GRANTOR:

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT,**

a public corporation of the State of Florida

By: _____
PAUL J. BISPHAM, Chair

ATTEST:

By: _____
JOHN E. HALL, Secretary

NOTARY PUBLIC:

Sign: _____

Print: _____

My Commission Expires: _____

August 19, 2024

Project No. 2023-080-U
CIP No. 102590000
South Hillsborough
Aquifer Recharge Program
(SHARP)
Permanent Utility Easement
Parcel 900
Folio No. 050682-0000
SEC 25, TWP 30S, RGE 19E
SWF Parcel No. 11-728-140X

Exhibit "A"

That part of:

Lot 72, REVISED MAP OF FLORIDA THE GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commence at the Southwest corner of Lot 72, REVISED MAP OF THE FLORIDA GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida; thence along the west line of said Lot 72, North 00°07'20" West, a distance of 322.34 feet; thence departing said west line, North 89°52'40" East, a distance of 10.00 feet to a point on the east right-of-way line of Ekker Road per Official Record Book 1363, Page 190 of the Public Records of Hillsborough County, Florida, said point being the POINT OF BEGINNING; thence along said east right-of-way line, North 00°07'20" West, a distance of 304.16 feet to a point of intersection of said east right-of-way line with the easterly extension of the north right-of-way line of Lovegren Lane said point lying on the east line of a 25 foot utility reservation per Official Record Book 2243, Page 129 of the Public Records of Hillsborough County, Florida; thence along said east line, North 00°07'20" West, a distance of 766.10 feet; thence departing said east line, North 89°52'40" East, a distance of 15.00 feet; thence North 00°07'20" West, a distance of 43.00 feet; thence North 89°52'40" East, a distance of 61.00 feet; thence South 00°07'20" East, a distance of 182.68 feet; thence South 89°52'40" West, a distance of 61.00 feet; thence South 00°07'20" East, a distance of 900.59 feet; thence North 89°52'40" East, a distance of 38.88 feet; thence South 00°07'20" East, a distance of 30.00 feet; thence South 89°52'40" West, a distance of 53.88 feet to the POINT OF BEGINNING.

Said parcel containing 28,364 square feet more or less.

Subject to matters as set forth in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Prepared by:

John D. Collins, PSM No. 5894

Survey Field Office

Hillsborough County

Geospatial Services Department

8420 Sabal Industrial Blvd.

Tampa, Florida 33619

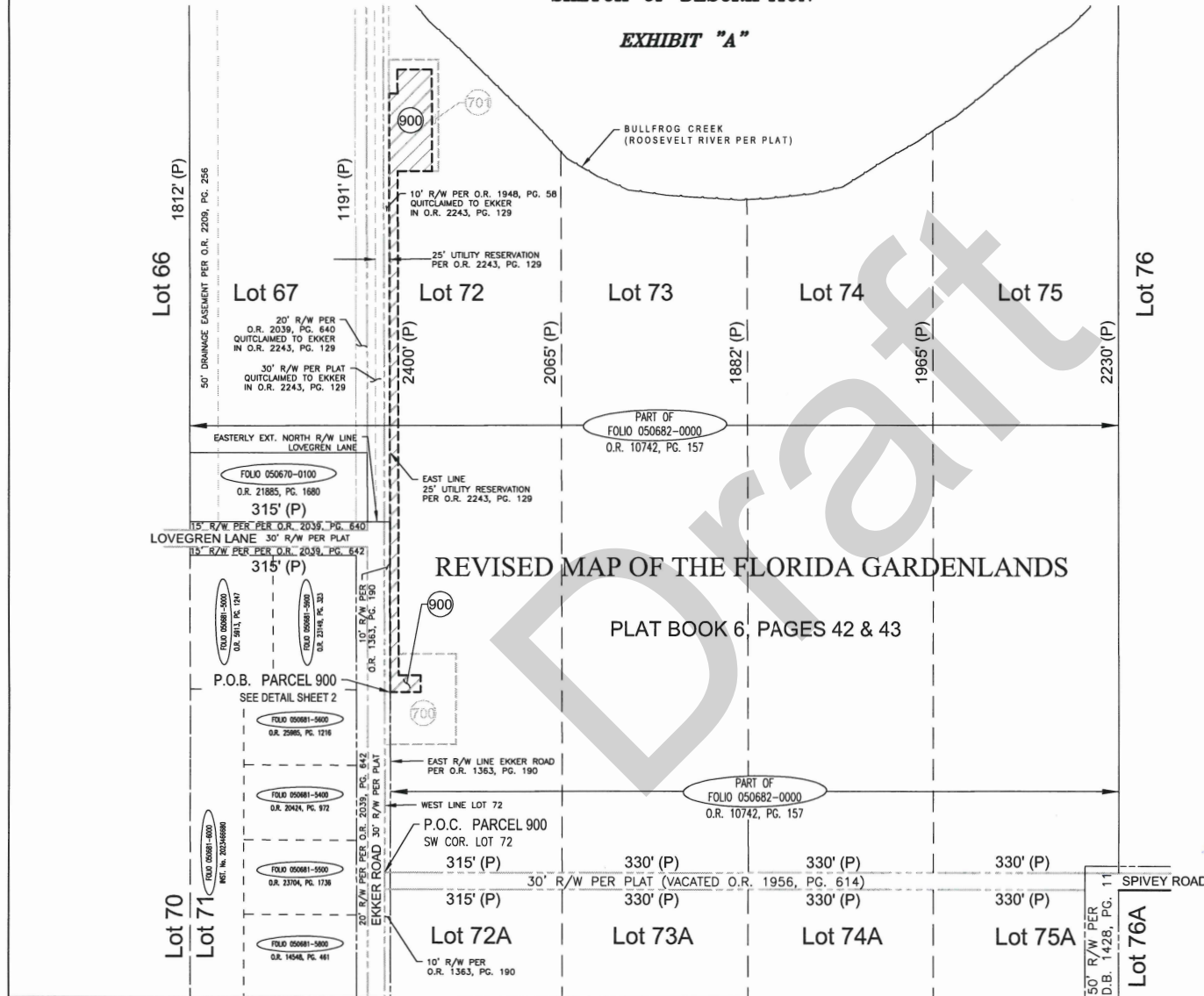
Tel. 813.307.1068 (Geospatial Project No. S23-0162)

The Description is not complete without the accompanying sketch sheets 1 through 2

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 900
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"



IF THERE IS A DISCREPANCY BETWEEN
THIS SKETCH AND THE DESCRIPTION,
THE DESCRIPTION SHALL CONTROL.

ABBREVIATIONS

AC. = ACRES
BDRY = BOUNDARY
COR. = CORNER
(C) = CALCULATED DIMENSION
C.B. = CONDOMINIUM BOOK
(D) = DEED REFERENCE
D.B. = DEED BOOK
(F) = FIELD DIMENSION
FDOT = FLORIDA DEPARTMENT OF
TRANSPORTATION
FT. = FEET
INC. = INCORPORATED
O.R. = OFFICIAL RECORD
O/A = OVERALL
(P) = PLAT REFERENCE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL
SURVEYOR & MAPPER
RGE. = RANGE
R/W = RIGHT-OF-WAY
SQ. FT. = SQUARE FEET
SEC. = SECTION
TECO = TAMPA ELECTRIC COMPANY
TWP. = TOWNSHIP

BEARINGS AS SHOWN HEREON ARE BASED
ON THE WEST LINE OF LOT 72, REVISED
MAP OF THE FLORIDA GARDENLANDS AS
RECORDED IN PLAT BOOK 6, PAGES 42 &
43 BEARING NORTH 00°07'20" EAST PER
DESCRIPTION IN OFFICIAL RECORD BOOK
10742, PAGE 157.

NOTE:
NO BEARINGS SHOWN ON PLAT OF
MAP OF THE FLORIDA GARDENLANDS

THIS SKETCH IS NOT COMPLETE
WITHOUT THE ACCOMPANYING
DESCRIPTION SHEET 1 THROUGH 1.

THIS SKETCH IS NOT A SURVEY
THIS SKETCH PREPARED BY:

John D. Collins
Professional Surveyor & Mapper
Florida Certificate No. 5894
NOT VALID WITHOUT THE ORIGINAL
SIGNATURE AND THE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

GEOSPATIAL PROJECT NO.: S23-0162			
PREPARED BY: JC			
CHECKED BY: JC			
DATE: 8/19/2024			
NO.	REVISION DESCRIPTION	BY	DATE

**SURVEY FIELD OFFICE
HILLSBOROUGH COUNTY, FLORIDA
GEOSPATIAL SERVICES DEPARTMENT
8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619
PHONE: (813) 307-1068 FAX: (813) 272-6459
www.hillsboroughcounty.org**

**SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM
(SHARP)
CIP No. 102590000
PERMANENT UTILITY EASEMENT.
PARCEL 900**

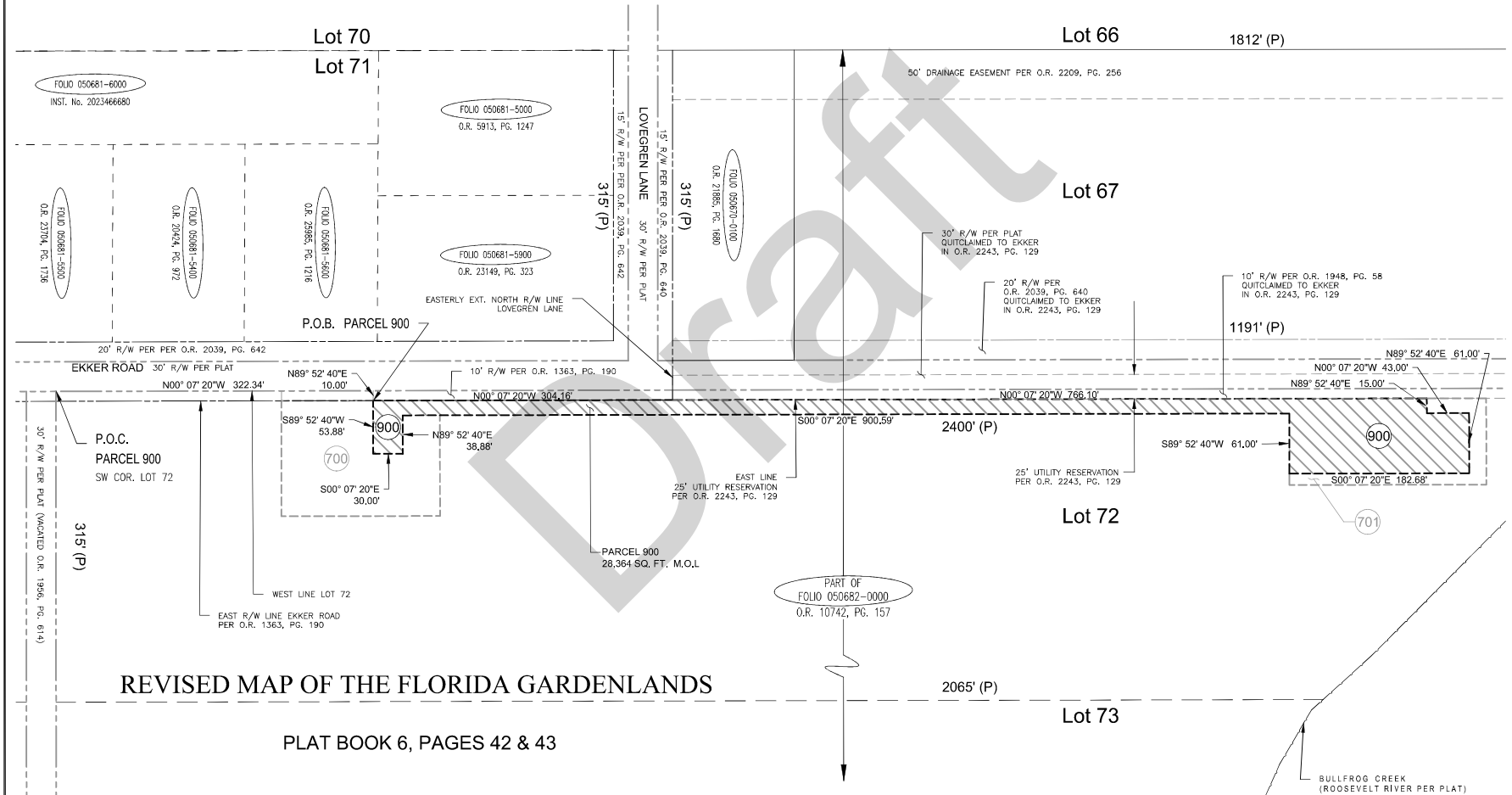
SHEET
1
OF
2

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 900 DETAIL
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"

NOT TO SCALE 
SEE SHEET 1 FOR NOTES & LEGEND



				GEOSPATIAL PROJECT NO.: S23-0162	SURVEY FIELD OFFICE HILLSBOROUGH COUNTY, FLORIDA GEOSPATIAL SERVICES DEPARTMENT 8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619 PHONE: (813) 307-1068 FAX: (813) 272-6459 www.hillsboroughcounty.org	SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM (SHARP) CIP No. 102590000 PERMANENT UTILITY EASEMENT PARCEL 900	SHEET 2 OF 2
				PREPARED BY: JC			
				CHECKED BY: JC			
				DATE: 8/19/2024			

Hillsborough County Facilities Management
& Real Estate Services Department
Attn: Marie Quaranta
P.O. Box 1110, Tampa, FL 33601

Parcel Nos.: 700 & 701
Project No.: 2023-080-U
Project Name: South Hillsborough Aquifer Recharge Program (SHARP) (SWFWMD)
Folio No.: 050682-0000
S 25, T 30, R 19

☒ BOCC or ☐ Delegated Authority Date of Approval: _____

Reviewed for Legal Sufficiency on: 8/26/2024
Todd Sobel, Assistant County Attorney: TS
SWF Parcel No. 11-728-140X

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** made this _____ day of _____, 20__ by and between **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, FL 34604 (“Grantor”), and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, whose post office address is P.O. Box 1110, Tampa, Florida 33601, (“Grantee”).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, paid receipt of which is hereby acknowledged, does grant unto Grantee, its successors and assigns, a **TEMPORARY CONSTRUCTION EASEMENT** over, across, upon, through and under lands of Grantor, in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

for the purpose of utilizing said property during construction activities to be undertaken on adjoining land by Grantee’s work forces, authorized agents or contractors.

This temporary construction easement shall expire 48 months from the date herein or upon completion of the construction of said project, whichever shall occur first.

It is further understood that all work will be carried out by Grantee or its authorized agents in a careful and workmanlike manner with the least damage possible to the property.

It is further agreed that Grantee’s work forces or their authorized agents shall have the right of ingress and egress over all of the aforementioned property for the term of this agreement.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and by the undersigned as of the date first written above.

Signed, sealed and delivered
in the presence of:

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**,
a public corporation of the State of Florida

Signature of Witness #1

By: _____
PAUL J. BISPHAM, Chair

Print Name of Witness #1

ATTEST:

Address of Witness #1

By: _____
JOHN E. HALL, Secretary

Signature of Witness #2

Print Name of Witness #2

Address of Witness #2

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by **PAUL J. BISPHAM**, Chair of **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

Sign: _____

Print: _____

My Commission Expires: _____

August 19, 2024

Project No. 2023-080-U
CIP No. 102590000
South Hillsborough
Aquifer Recharge Program
(SHARP)
Temporary Construction Easement
Parcel 700
Folio No. 050682-0000
SEC 25, TWP 30S, RGE 19E
SWF Parcel No. 11-728-140X

Exhibit "A"

That part of:

Lot 72, REVISED MAP OF THE FLORIDA GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commence at the Southwest corner of Lot 72, REVISED MAP OF THE FLORIDA GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida; thence along the west line of said Lot 72, North 00°07'20" West, a distance of 229.15 feet; thence departing said west line, North 89°52'40" East, a distance of 10.00 feet to a point on the east right-of-way line of Ekker Road per Official Record Book 1363, Page 190 of the Public Records of Hillsborough County, Florida, said point being the POINT OF BEGINNING; thence along said east right-of-way line, North 00°07'20" West, a distance of 93.19 feet; thence departing said east right-of-way line, North 89°52'40" East, a distance of 53.88 feet; thence North 00°07'20" West, a distance of 30.00 feet; thence South 89°52'40" West, a distance of 38.88 feet; thence North 00°07'20" West, a distance of 37.81 feet; thence North 89°52'40" East, a distance of 102.00 feet; thence South 00°07'20" East, a distance of 161.00 feet; thence South 89°52'40" West, a distance of 117.00 feet to the POINT OF BEGINNING.

Said parcel containing 16,653 square feet more or less.

Subject to matters as set forth in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Prepared by:

John D. Collins, PSM No. 5894
Survey Field Office
Hillsborough County
Geospatial Services Department
8420 Sabal Industrial Blvd.
Tampa, Florida 33619
Tel. 813.307.1068
(Geospatial Project No. S23-0162)

The Description is not complete without the accompanying sketch sheets 1 through 2

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 700
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"

IF THERE IS A DISCREPANCY BETWEEN
THIS SKETCH AND THE DESCRIPTION,
THE DESCRIPTION SHALL CONTROL.

ABBREVIATIONS

AC. = ACRES
BDRY = BOUNDARY
COR. = CORNER
(C) = CALCULATED DIMENSION
C.B. = CONDOMINIUM BOOK
(D) = DEED REFERENCE
D.B. = DEED BOOK
(F) = FIELD DIMENSION
FDOT = FLORIDA DEPARTMENT OF
TRANSPORTATION
FT. = FEET
INC. = INCORPORATED
O.R. = OFFICIAL RECORD
O/A = OVERALL
(P) = PLAT REFERENCE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL
SURVEYOR & MAPPER
RGE. = RANGE
R/W = RIGHT-OF-WAY
SQ. FT. = SQUARE FEET
SEC. = SECTION
TECO = TAMPA ELECTRIC COMPANY
TWP. = TOWNSHIP

BEARINGS AS SHOWN HEREON ARE BASED
ON THE WEST LINE OF LOT 72, REVISED
MAP OF THE FLORIDA GARDENLANDS AS
RECORDED IN PLAT BOOK 6, PAGES 42 &
43 BEARING NORTH 00°07'20" EAST PER
DESCRIPTION IN OFFICIAL RECORD BOOK
10742, PAGE 157.

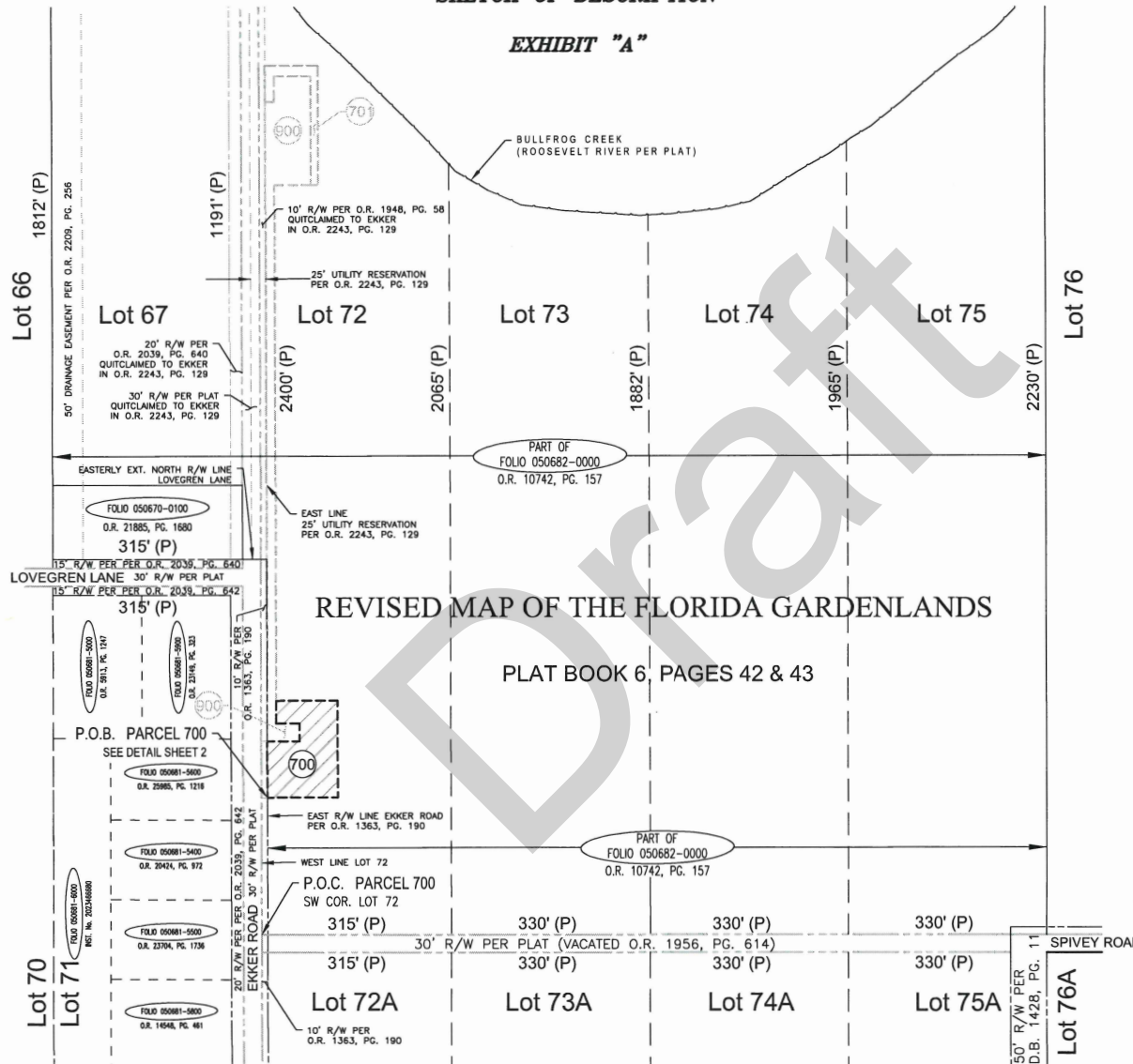
NOTE:
NO BEARINGS SHOWN ON PLAT OF
MAP OF THE FLORIDA GARDENLANDS

THIS SKETCH IS NOT COMPLETE
WITHOUT THE ACCOMPANYING
DESCRIPTION SHEET 1 THROUGH 1.

THIS SKETCH IS NOT A SURVEY
THIS SKETCH PREPARED BY:

John D. Collins
Professional Surveyor & Mapper
Florida Certificate No. 5894
NOT VALID WITHOUT THE ORIGINAL
SIGNATURE AND THE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

NOT TO SCALE



**REVISED MAP OF THE FLORIDA GARDENLANDS
PLAT BOOK 6, PAGES 42 & 43**

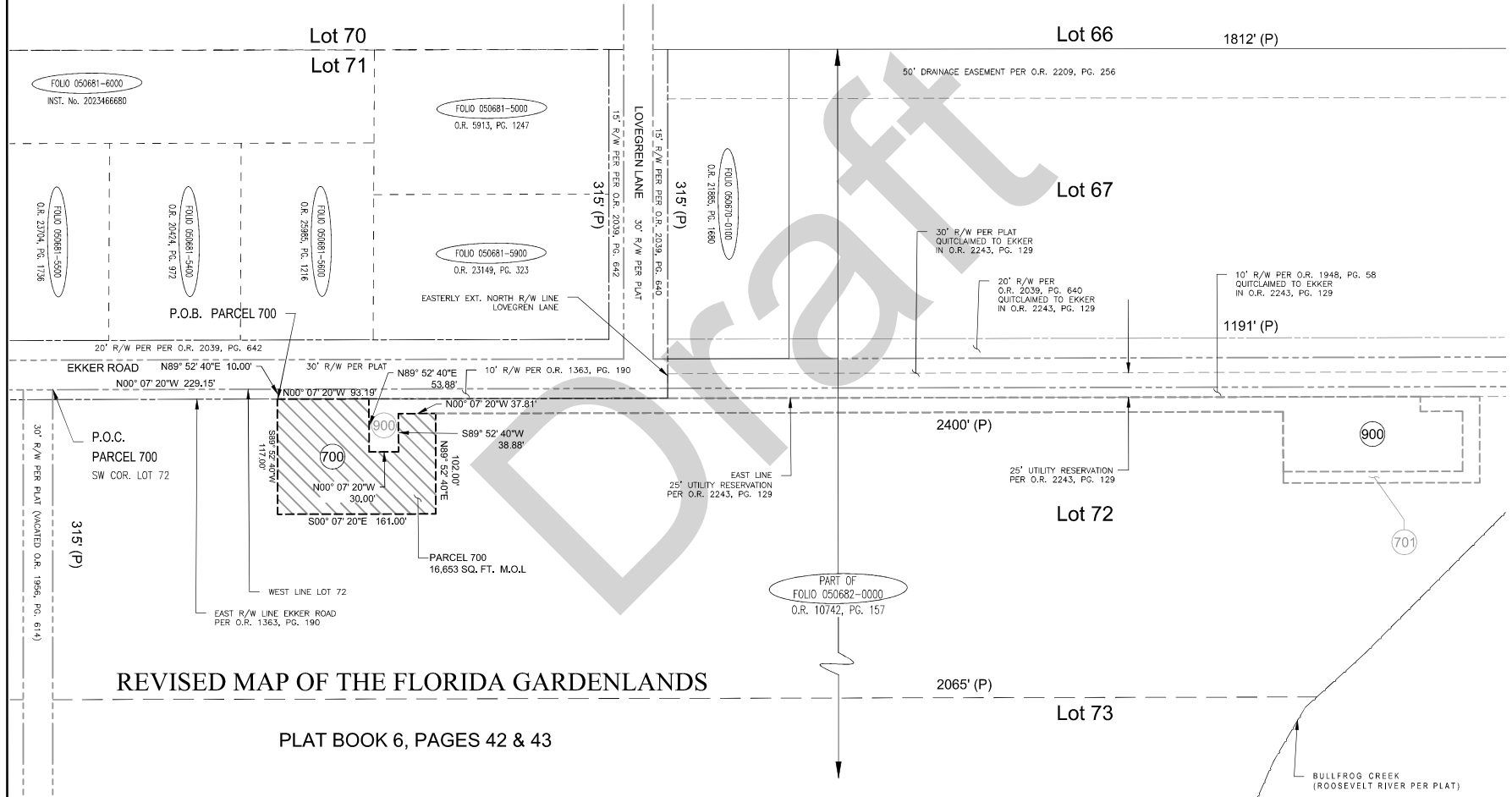
				GEOSPATIAL PROJECT NO.: S23-0162	SURVEY FIELD OFFICE HILLSBOROUGH COUNTY, FLORIDA GEOSPATIAL SERVICES DEPARTMENT 8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619 PHONE: (813) 307-1068 FAX: (813) 272-6459 www.hillsboroughcounty.org	SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM (SHARP) CIP No. 102590000 TEMPORARY CONSTRUCTION EASEMENT PARCEL 700	SHEET 1 OF 2
				PREPARED BY: JC			
				CHECKED BY: JC			
NO.	REVISION DESCRIPTION	BY	DATE	DATE: 8/19/2024			

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 700 DETAIL
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"

NOT TO SCALE 
SEE SHEET 1 FOR NOTES & LEGEND



REVISED MAP OF THE FLORIDA GARDENLANDS

PLAT BOOK 6, PAGES 42 & 43

				GEOSPATIAL PROJECT NO.: S23-0162	SURVEY FIELD OFFICE HILLSBOROUGH COUNTY, FLORIDA GEOSPATIAL SERVICES DEPARTMENT 8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619 PHONE: (813) 307-1068 FAX: (813) 272-6459 www.hillsboroughcounty.org	SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM (SHARP) CIP No. 102590000 TEMPORARY CONSTRUCTION EASEMENT PARCEL 700	SHEET 2 OF 2
				PREPARED BY: JC			
				CHECKED BY: JC			
	NO.		DATE	DATE: 8/19/2024			

August 19, 2024

Project No. 2023-080-U
CIP No. 102590000
South Hillsborough
Aquifer Recharge Program
(SHARP)
Temporary Construction Easement
Parcel 701
Folio No. 050682-0000
SEC 25, TWP 30S, RGE 19E
SWF Parcel No. 11-728-140X

Exhibit "A"

That part of:

Lot 72, REVISED MAP OF FLORIDA THE GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Lying within the following described boundaries to wit:

Commence at the Southwest corner of Lot 72, REVISED MAP OF THE FLORIDA GARDENLANDS, as recorded in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida; thence along the west line of said Lot 72, North 00°07'20" West, a distance of 626.53 feet to a point of intersection with the easterly extension of the north right-of-way line of Lovegren Lane; thence along said easterly extension, North 89°59'31" East, a distance of 10.00 feet to a point lying on the east line of a 25 foot utility reservation per Official Record Book 2243, Page 129 of the Public Records of Hillsborough County, Florida; thence along said east line, North 00°07'20" West, a distance of 766.10 feet to the POINT OF BEGINNING; thence continue along said east line, North 00°07'20" West, a distance of 60.32 feet; thence departing said east line, North 89°52'40" East, a distance of 87.50 feet; thence South 00°07'20" East, a distance of 200.00 feet; thence South 89°52'40" West, a distance of 11.50 feet; thence North 00°07'20" West, a distance of 182.68 feet; thence South 89°52'40" West, a distance of 61.00 feet; thence South 00°07'20" East, a distance of 43.00 feet; thence South 89°52'40" West, a distance of 15.00 feet to the POINT OF BEGINNING

Said parcel containing 4,261 square feet more or less.

Subject to matters as set forth in Plat Book 6, Pages 42 and 43 of the Public Records of Hillsborough County, Florida.

Prepared by:

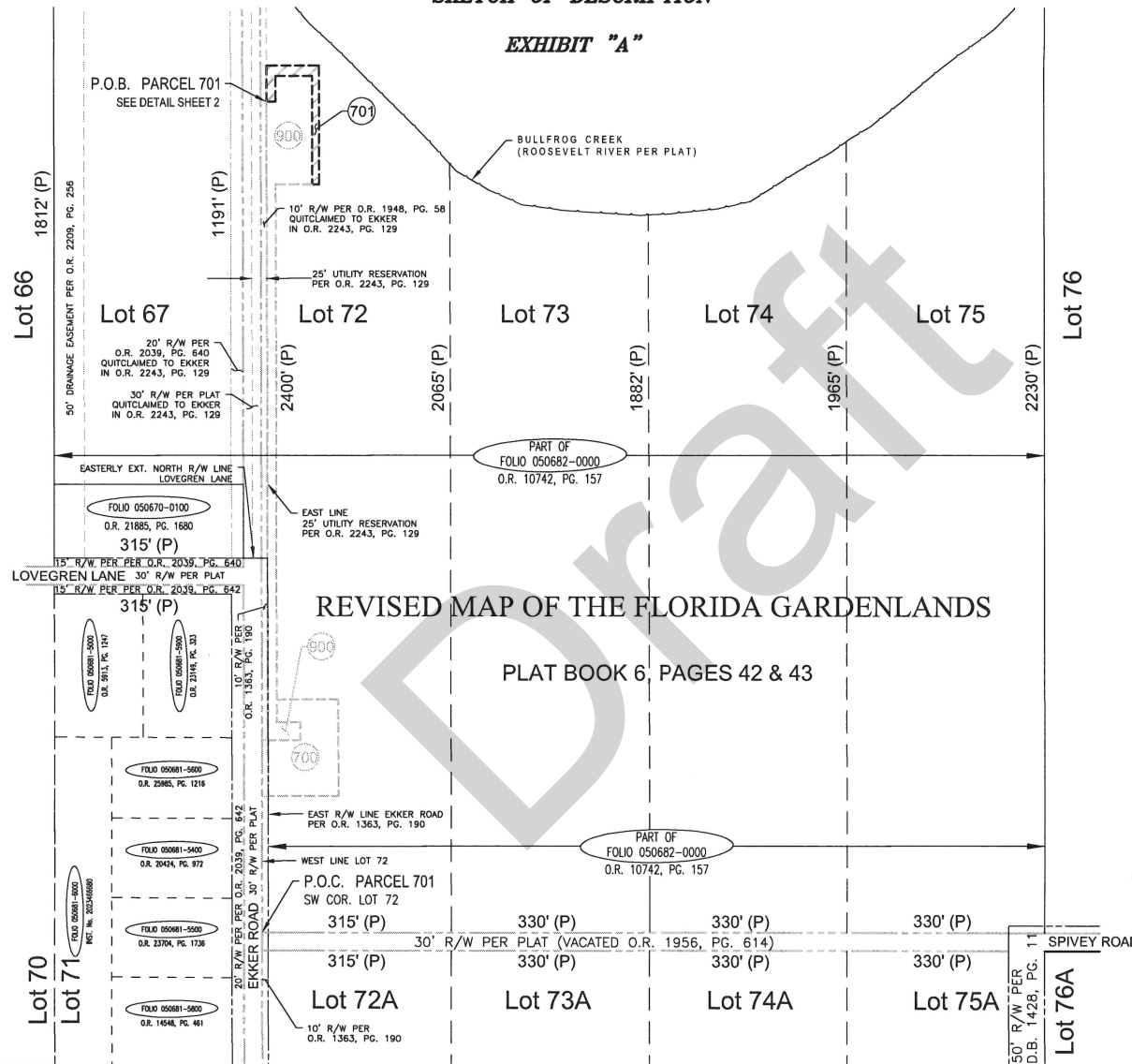
John D. Collins, PSM No. 5894
Survey Field Office
Hillsborough County
Geospatial Services Department
8420 Sabal Industrial Blvd.
Tampa, Florida 33619
Tel. 813.307.1068
(Geospatial Project No. S23-0162)

The Description is not complete without the accompanying sketch sheets 1 through 2

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 701
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"



IF THERE IS A DISCREPANCY BETWEEN
THIS SKETCH AND THE DESCRIPTION,
THE DESCRIPTION SHALL CONTROL.

ABBREVIATIONS

AC. = ACRES
BDRY = BOUNDARY
COR. = CORNER
(C) = CALCULATED DIMENSION
C.B. = CONDOMINIUM BOOK
(D) = DEED REFERENCE
D.B. = DEED BOOK
(F) = FIELD DIMENSION
FDOT = FLORIDA DEPARTMENT OF
TRANSPORTATION
FT. = FEET
INC. = INCORPORATED
O.R. = OFFICIAL RECORD
O/A = OVERALL
(P) = PLAT REFERENCE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL
SURVEYOR & MAPPER
RGE. = RANGE
R/W = RIGHT-OF-WAY
SQ. FT. = SQUARE FEET
SEC. = SECTION
TECO = TAMPA ELECTRIC COMPANY
TWP. = TOWNSHIP

BEARINGS AS SHOWN HEREON ARE BASED
ON THE WEST LINE OF LOT 72, REVISED
MAP OF THE FLORIDA GARDENLANDS AS
RECORDED IN PLAT BOOK 6, PAGES 42 &
43 BEARING NORTH 00°07'20" EAST PER
DESCRIPTION IN OFFICIAL RECORD BOOK
10742, PAGE 157.

NOTE:
NO BEARINGS SHOWN ON PLAT OF
MAP OF THE FLORIDA GARDENLANDS

THIS SKETCH IS NOT COMPLETE
WITHOUT THE ACCOMPANYING
DESCRIPTION SHEET 1 THROUGH 11.

THIS SKETCH IS NOT A SURVEY
THIS SKETCH PREPARED BY:

John D. Collins
Professional Surveyor & Mapper,
Florida Certificate No. 5894
NOT VALID WITHOUT THE ORIGINAL
SIGNATURE AND THE SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

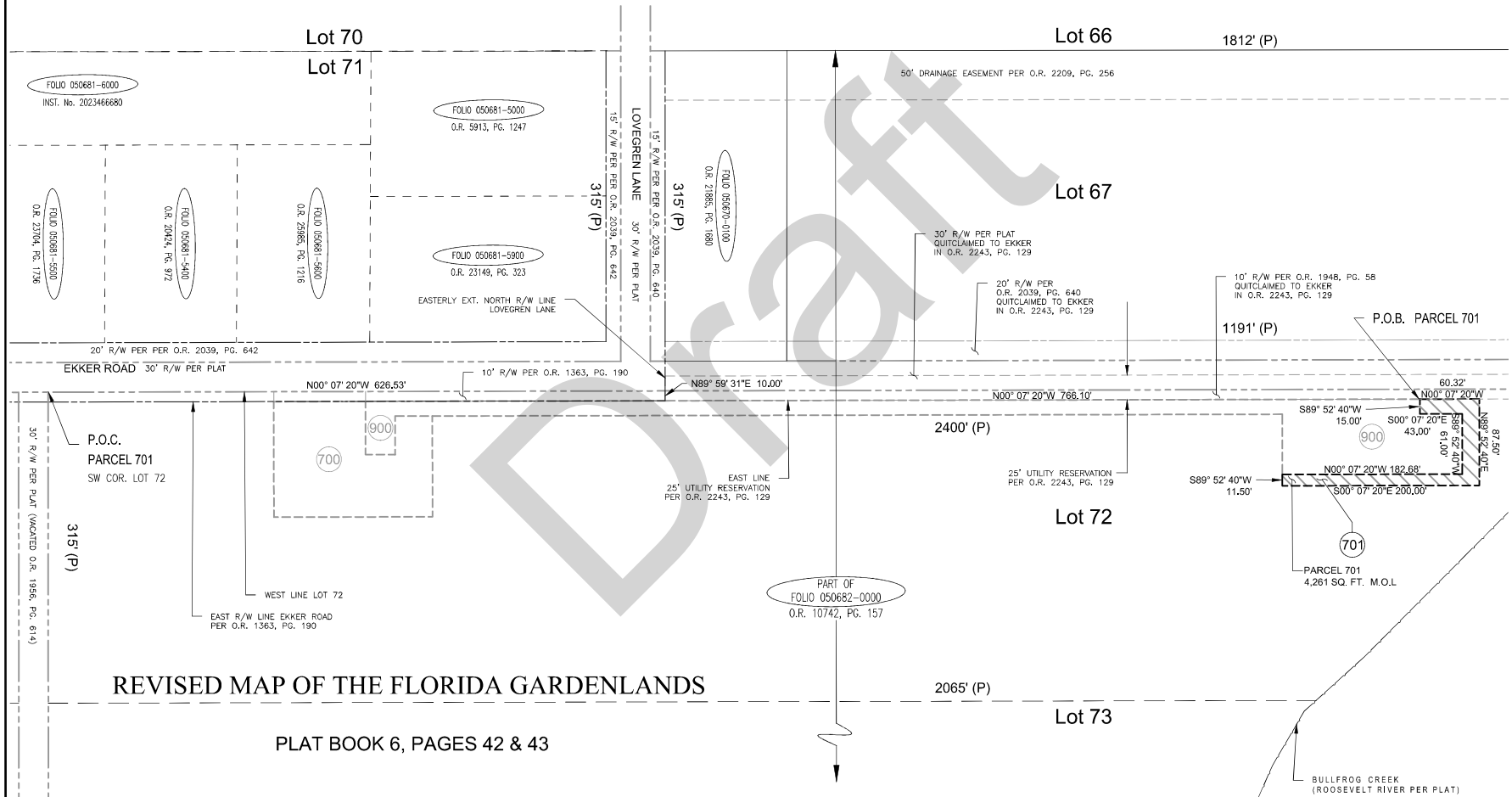
				GEOSPATIAL PROJECT NO.: S23-0162	SURVEY FIELD OFFICE HILLSBOROUGH COUNTY, FLORIDA GEOSPATIAL SERVICES DEPARTMENT 8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619 PHONE: (813) 307-1068 FAX: (813) 272-6459 www.hillsboroughcounty.org	SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM (SHARP) CIP No. 102590000 TEMPORARY CONSTRUCTION EASEMENT PARCEL 701	SHEET
				PREPARED BY: JC			1
				CHECKED BY: JC			OF
				DATE: 8/19/2024			2
NO.	REVISION DESCRIPTION	BY	DATE				

**SECTION 25, TOWNSHIP 30 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PARCEL 701 DETAIL
SKETCH OF DESCRIPTION**

PROJECT NO.:
2023-080-U

EXHIBIT "A"

NOT TO SCALE 
SEE SHEET 1 FOR NOTES & LEGEND



				GEOSPATIAL PROJECT NO.: S23-0162	SURVEY FIELD OFFICE HILLSBOROUGH COUNTY, FLORIDA GEOSPATIAL SERVICES DEPARTMENT 8420 SABAL INDUSTRIAL BLVD., TAMPA, FL 33619 PHONE: (813) 307-1068 FAX: (813) 272-6459 www.hillsboroughcounty.org	SOUTH HILLSBOROUGH AQUIFER RECHARGE PROGRAM (SHARP) CIP No. 102590000 TEMPORARY CONSTRUCTION EASEMENT PARCEL 701	SHEET 2 OF 2
				PREPARED BY: JC			
				CHECKED BY: JC			
	NO.		REVISION DESCRIPTION	BY			
				DATE: 8/19/2024			

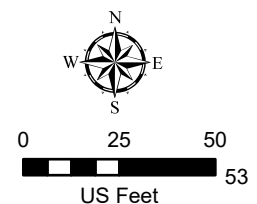
Exhibit "B" to the Third Amendment to Lease Agreement
SWF Parcel Number 11-728-105X
Hillsborough County



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Microsoft, Vantor

Southwest Florida
Water Management District
WaterMatters.org • 1-800-423-1476

-  Structures to be Removed
-  Structure to Remain
-  The Jeanie and Pete Johnson Preserve Project/Agreement Boundary



CONSENT AGENDA**July 28, 2026****Operations, Lands & Resource Monitoring Committee: Budget Transfer Request for Additional Overtime in Support of Field Operations***Purpose*

Request Governing Board approval to transfer funds in the amount of \$40,000 for Operations Bureau overtime expenses required for the rehabilitation of the Wysong-Coogler Dam.

Background/History

Wysong-Coogler Dam serves to regulate the flow of the Withlacoochee River. The dam is an adjustable-crest weir that is raised or lowered to maintain appropriate upstream water levels in the river. The gates are raised or lowered using a pneumatic gate lift system, known as an Obermeyer Dam, and is the most appropriate solution to maintain water levels and navigation of the river. The pneumatic bladders that raise and lower the gates were installed in 2001 and have a typical useful life of 20 years. The District was working towards the replacement of these bladders and a variety of other aging components, with an estimate of \$12,000,000 to \$15,000,000 for construction costs based on 60% design, when recent drought conditions provided an alternative low-water construction opportunity. Management decided to use this opportunity to accelerate the rehabilitation of the dam using a hybrid construction approach combining contracted services with self-performance. Contracted services were used for the installation and removal of the cofferdams and for the replacement of the pneumatic bladders. The District's Field Operations staff were responsible for the heavy lifting of the gates and bladders, maintenance of the cofferdams, and conducting 24-hour dewatering activities for five weeks. This alternative repair project has come in at just under \$2,000,000, including contracted services, parts and supplies, and equipment rentals. The services provided by the Operations Bureau required approximately \$40,000 in overtime funding, mainly for the 24-hour oversight of the dewatering pumps. This repair will help the Wysong-Coogler Dam continue to operate for an estimated 20 years.

In May of 2026, \$75,000 for overtime funding was transferred into the Operations Bureau to complete essential maintenance and increase self-performance of construction and repair projects. The increase in self-performance of construction and repair projects is consistent with feedback provided during the December 2025 Governing Board Workshop. Overtime funding was utilized to increase fire line discing on the District's conservation lands to mitigate wildfire risk pursuant to the Governor's Executive Order Number 26-33 for Impacts of Winter Weather, Droughts, and Wildfire Risks. Additionally, Operations staff have self-performed the Medard Drawdown Gate and Stem repair and the Medard Expansion Joint replacement and are currently working on the five Gilly Creek Culvert installations and the repair of a 13-mile section of the Main Grade Road in the Green Swamp East property damaged by Hurricane Milton. Staff work five days per week rather than their typical four 10-hour workdays to increase self-performance while minimizing impacts on routine activities. This May 2026 budget transfer did not include the approximately \$40,000 of overtime needed for the Wysong-Coogler Dam Rehabilitation.

The Operations Bureau is requesting \$40,000 for overtime in addition to the \$75,000 for overtime that was transferred earlier this year to address overtime needed for the Wysong-Coogler dam project and to complete essential maintenance and self-performance of construction and repair projects this fiscal year.

Benefits/Costs

The additional \$40,000 in overtime work conducted by Operations Bureau staff in support of the Wysong-Coogler Dam rehabilitation saved the District approximately \$370,000 in contractual services. The funds requested to be transferred were originally budgeted for staff salaries within the Water Supply Section of the Water Resources Bureau. However, due to unplanned vacancies, expenditures have been less than anticipated.

Strategic Plan

The Wysong-Coogler Dam Refurbishment project supports the Flood Protection Facilities Strategic Initiative.

Exhibits

None.

Staff Recommendation:

Approve the budget transfer of \$40,000 from salaries for the Water Supply Section of the Water Supply Bureau to the Field Operations Section of the Operations Bureau for overtime expenses to support the rehabilitation of the Wysong-Coogler Dam.

Presenters:

Jerry Mallams, Bureau Chief, Operations

Scott Letasi, Bureau Chief, Engineering and Project Management

CONSENT AGENDA**July 28, 2026****General Counsel's Report: Partial Release of Easement – SWF Parcel Nos. 19-528-103P and 19-528-104 (Sumter County)**

On November 20, 1990, the District was granted a non-exclusive perpetual easement (“Easement”), recorded in Official Records Book 418, Pages 96 through 103, and Book 418, Pages 104 through 111, Public Records of Sumter County, Florida, and subsequently re-recorded to correct an error in the legal description in Official Records Book 424, Pages 648 through 655, and Book 424, Pages 656 through 663, Public Records of Sumter County, Florida (SWF Parcel Nos. 19-528-103P and 19-528-104). The Easement was granted as part of a transaction in which the District also purchased various fee-simple parcels. The Easement provided access to those District-owned parcels.

On June 13, 2025, Old Florida Springs LLLP (“Old Florida Springs”) applied for an environmental resource permit (“ERP”) for the Central Parkway realignment between U.S. 301 and County Road 470 West (Application No. 920196). During review of this Application, the District identified that a portion of the Easement was located within the project area. On January 22, 2026, Old Florida Springs withdrew Application No. 920196 due to the Easement issue and approached the District to discuss releasing a portion of the Easement located on its property. The partial release of the Easement is necessary for Old Florida Springs to construct its project. This portion of the Easement proposed to be released provides the District with access to its fee simple parcels; however, it is not the only access the District has to these parcels. Without this portion of the Easement, the District still has legal access to the District-owned parcels.

Old Florida Springs and District staff have agreed that compensation in the amount of \$23,000 payable to the District for the release of the portion of the Easement located on Old Florida Springs’ property is an appropriate resolution to this issue. District staff determined that the compensation to the District is reasonable and appropriately addresses the economic value of the interest to be released. Following execution and recordation of the partial release of the Easement, Old Florida Springs will be able to move forward with the ERP applications necessary for the construction of its project.

The partial release of the easement will be effectuated through a Partial Release of Easement and Quit Claim Deed, which is provided for the Governing Board’s review as an exhibit to this recap. After the Partial Release of Easement and Quit Claim Deed is executed, Old Florida Springs will pay the agreed-upon compensation to the District for the economic value of the interest to be released.

Strategic Plan

This Partial Release of Easement and Quit Claim Deed aligns with the District’s Core Business Processes, ensuring regulation and efficiency for land management resources.

Exhibit

Partial Release of Easement and Quit Claim Deed

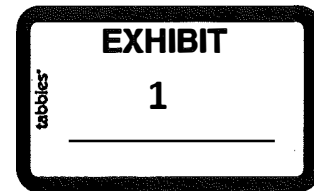
Staff Recommendation:

Approve, accept, and execute the attached Partial Release of Easement and Quit Claim Deed.

Presenter:

Taylor M. Greenan, Staff Attorney, Office of General Counsel

This Instrument Prepared by:
Record and Return to:
Chad Shimel, Esq.
Shimel Law, P.A.
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746
SWF Parcel Nos. 19-528-103P and 19-528-104



PARTIAL EASEMENT RELEASE AND QUIT CLAIM DEED

THIS PARTIAL EASEMENT RELEASE AND QUIT CLAIM DEED (this "Partial Release") is entered into as of the _____ day of _____, 2026, by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899 ("District"), in favor of OLD FLORIDA SPRINGS, LLLP, a Florida limited liability limited partnership, whose address is 600 East Colonial Drive, Suite 100, Orlando, Florida 32804 ("Owner").

WITNESSETH

WHEREAS, Owner is the owner of certain real property located in Sumter County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

WHEREAS, on or about November 20, 1990, certain individuals granted to the District a Non-Exclusive Perpetual Easement, recorded in Official Records Book 418, Pages 96 through 103, and Book 418, Pages 104 through 111, Public Records of Sumter County, Florida, and subsequently re-recorded to correct an error in the legal description in Official Records Book 424, Pages 648 through 655, and Book 424, Pages 656 through 663, Public Records of Sumter County, Florida (also identified by the District as SWF Parcel Nos. 19-528-103P and 19-528-104) (the "Easement"). The Easement encumbers, among other areas, certain portions of the Property. The portions of the Easement that encumber the Property that will be released are more particularly described by Exhibit "B" attached hereto and incorporated by reference.

WHEREAS, the Easement also describes areas that lie outside the boundaries of the Property. This Partial Release is limited solely to those portions of the Easement, if any, that encumber the Property and shall not affect, release, or otherwise impair any rights of the District under the Easement with respect to lands lying outside the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the District hereby quit claims, releases, terminates, extinguishes, abandons, and discharges any and all right, title, interest, claim, or privilege the District may hold in, to, or arising under the Easement, to the extent, if any, that such interests encumber the Property. This Partial Release is a quit-claim only; the District makes no representation or warranty as to the nature or extent of any interest it holds or held under the Easement. This Partial Release shall not affect any rights of the District under the Easement with respect to lands lying outside the boundaries of the Property.

IN WITNESS WHEREOF, the District has caused this Partial Easement Release and Quit Claim Deed to be executed by its Governing Board as of this ____ day of _____, 2026.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a Florida
Public corporation

(SEAL)

By: _____
Name: _____
Its: _____

ATTESTED:

By: _____
Name: _____
Its: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

Tax I.D. Nos.: J12-006; J12-053 & J13-012

That part of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 20 South, Range 22 East, Sumter County, Florida, more particularly described as follows: The Southwest 1/4 of Section 12, Township 20 South, Range 22 East, lying West of the Westerly right of way of U.S. Highway 301, And that part of the South 486.63 feet of the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 20 South, Range 22 East, lying Westerly of U.S. Highway 301, And begin at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 20 South, Range 22 East and run Northerly along the West boundary of the Southwest 1/4 of the Southeast 1/4 to the Northwest corner of said Southwest 1/4 of the Southeast 1/4, thence Easterly along the North boundary of said Southwest 1/4 of the Southeast 1/4 to the Westerly right of way of U.S. Highway 301, thence South 14 degrees 35 minutes 6 seconds East along said Westerly right of way to a point that is North 66 degrees 27 minutes 21 seconds East and 556.08 feet, from the Point of Beginning, said point also being North 14 degrees 35 minutes 06 seconds West, and 229.62 feet, from the South boundary of the Southwest 1/4 of the Southeast 1/4, thence South 66 degrees 27 minutes 21 seconds West, 556.08 feet, to the Point of Beginning and the end of this description.

And:

The Northwest 1/4 of the Northeast 1/4 lying West of Highway 301 all being in Section 13, Township 20 South, Range 22 East and that part of the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 20 South, Range 22 East, bounded and described as follows: Begin at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 12, run North 89 degrees 59 minutes 27 seconds East along the South line of the Southwest 1/4 of the Southeast 1/4 to the Westerly right of way of Highway 301, thence North 14 degrees 35 minutes 06 seconds West along said right of way to a point that is North 66 degrees 27 minutes 21 seconds East and 556.08 feet from the Point of Beginning, thence South 66 degrees 27 minutes 21 seconds West a distance of 556.08 feet to the Point of Beginning, and end of description.

And:

North 1/2 of the Northwest 1/4 of Section 13, Township 20 South, Range 22 East, Sumter County, Florida.

Being the same property conveyed to Old Florida Springs, LLLP by Special Warranty Deed recorded October 3, 2023, in Official Records Book 4537, Page 788, Public Records of Sumter County, Florida, as corrected by Corrective & Rerecorded Special Warranty Deed recorded February 2, 2024, in Official Records Book 4593, Page 353, Public Records of Sumter County, Florida.

EXHIBIT B

LEGAL DESCRIPTION

Portion of SWF Parcel No. 19-528-103P and 19-528-104 to be released

The North 50 feet of that part of Section 13, Township 20 South, Range 22 East, lying West of S.R. #35 (U.S. Hwy. 301) and the West 50 feet of the South 800 feet of the SW 1/4 of Section 12, Township 20 South, Range 22 East.

CONSENT AGENDA**July 28, 2026****General Counsel's Report: Approval of Consent Order – Water Use Permit Violations; Permit Condition Violations – Taylor Woodrow Communities at Artisan Lakes, LLC, BTR at Artisan Lakes, LLC, and Artisan Lakes Community Development District – Water Use Permit Nos. 20003744.012 & 20003744.013 (Manatee County)**

Taylor Woodrow Communities at Artisan Lakes, L.L.C. (“Taylor Woodrow”), whose Managing Member is the home builder, Taylor Morrison of Florida, Inc., is the permittee of a Water Use Permit (“WUP”) for irrigation covering 227.6 acres at the Artisan Lakes residential development located at 4725 Los Robles Court in Palmetto, Manatee County, Florida. BTR at Artisan Lakes, LLC (“BTR”), and Artisan Lakes Community Development District (“CDD”) own land on which permitted water withdrawal facilities are located.

On April 1, 2022, Taylor Woodrow was issued WUP No. 20003744.012 (“Permit”), transitioning the WUP from agricultural use to landscape/recreational use. The Permit authorizes groundwater withdrawals of 452,000 gallons per day (“gpd”) on an annual average basis, and 1,480,700 gpd on a peak monthly basis, from groundwater wells located within the Most Impacted Area of the Southern Water Use Caution Area. The Permit also relies in part on surface water from onsite ponds. Combined water withdrawals from the Upper Floridan Aquifer are limited to 386,100 gpd on an annual average basis.

On July 12, 2022, the District issued Taylor Woodrow a Notice of Potential Non-Compliance for overpumpage due to Taylor Woodrow’s reported annual average quantity of groundwater pumpage being over the permitted amount. District staff worked with Taylor Woodrow and continued to monitor groundwater use and Taylor Woodrow’s efforts to conserve and reduce reliance on groundwater.

On May 28, 2024, Taylor Woodrow was issued WUP No. 20003744.013 (“Permit Modification”) as part of its Water Conservation/Corrective Action Plan (“Plan”) submitted to the District in February 2024 to bring the Permit into compliance.

Under the Permit Modification and Plan, Taylor Woodrow was required to reduce its groundwater pumpage to within 5% of the permitted annual average quantity of 452,000 gpd by May 1, 2025, and obtain a reclaimed water line from Manatee County to transition the Artisan Lakes community to reclaimed water for irrigation.

On October 8, 2025, the District’s Office of General Counsel (“OGC”) issued Taylor Woodrow a Notice of Violation and proposed Consent Order due to continued groundwater overpumpage. On January 27, 2026, the Governing Board authorized issuance of an Administrative Complaint and Order (“ACO”) against any necessary party. On March 18, 2026, the District issued an ACO against Taylor Woodrow, BTR, and the CDD (collectively, the “Respondents”). The Respondents filed petitions for an administrative hearing challenging the ACO. The District referred the Respondents’ petitions to the Division of Administrative Hearings (“DOAH”) to conduct formal administrative proceedings.

Since issuance of the ACO, Taylor Woodrow has connected to Manatee County’s reclaimed water line for irrigation, and all permitted groundwater wells have either been capped or properly plugged and

abandoned. The Respondents have agreed to the terms of the attached Consent Order, which include the following:

- Taylor Woodrow shall transfer the Permit to the appropriate permittee able to demonstrate sufficient ownership and control of the reclaimed water irrigation system facilities within 60 days of the Governing Board's approval of the Consent Order, and pay the District \$424,540.11 in civil penalties, \$250.00 in enforcement costs, and \$15,000.00 in attorneys' fees within 30 days of the Governing Board's approval of the Consent Order;
- The CDD shall grant real property interests in favor of the appropriate permittee for the Permit transfer, and pay the District \$2,000.00 in attorneys' fees, and \$59.00 in legal costs within 30 days of the Governing Board's approval of the Consent Order;
- BTR shall obtain separate authorizations from the District for the use of the water withdrawal facilities for irrigation located on its real property within 60 days of the Governing Board's approval of the Consent Order, and pay the District \$40,425.00 in civil penalties, \$250.00 in enforcement costs, \$2,000.00 in attorneys' fees, and \$59.00 in legal costs within 30 days of the Governing Board's approval of the Consent Order.

At this time, the cases before DOAH have been placed into abeyance to allow the District to proceed with the Consent Order. Upon the Board's approval of the Consent Order, the District and the Respondents shall join in a motion requesting that the Administrative Law Judge relinquish jurisdiction. The Consent Order, if approved, resolves the pending DOAH cases, establishes penalty amounts and payment deadlines, and dictates the completion of the remaining corrective actions to remedy the compliance issues on the Permit.

Strategic Plan

This Consent Order supports the District's Core Business Processes by ensuring compliance with Florida law in District enforcement procedures and promoting consistency and efficiency for Regulation. Penalties collected by OGC are used for District land management activities.

Exhibit

Consent Order

Staff Recommendation:

1. Approve the Consent Order.
2. Authorize District staff to pursue additional enforcement measures against any necessary party to obtain compliance with the terms and conditions of the Consent Order, including filing any appropriate actions in circuit court, if necessary.

Presenter:

Jennifer Soberal, Senior Attorney, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 26-_____

IN RE: TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C., BTR
AT ARTISAN LAKES, LLC, and ARTISAN LAKES COMMUNITY
DEVELOPMENT DISTRICT
WUP NOS. 20003744.012 & 20003744.013
CT NO. 421927
MANATEE COUNTY, FLORIDA

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes ("Fla. Stat."), this Consent Order is entered into by and between the Southwest Florida Water Management District ("District"), Taylor Woodrow Communities at Artisan Lakes, L.L.C. ("Taylor Woodrow"), BTR at Artisan Lakes, LLC ("BTR"), and Artisan Lakes Community Development District ("CDD"), collectively referred to as "the Parties," to settle certain matters at issue between the Parties. The Parties hereby voluntarily agree to the following findings of fact, conclusions of law, and corrective actions:

FINDINGS OF FACT

1. The District is a public corporation of the State of Florida operating pursuant to Chapter 373, Fla. Stat., as a multi-purpose water management district, with its principal office located at 2379 Broad Street, Brooksville, Florida 34604. The District is charged with the responsibility to conserve, protect, manage, and control the water resources within its geographic boundaries and to administer and enforce Chapter 373, Fla. Stat., and the rules promulgated thereunder as Chapter 40D, Florida Administrative Code ("Fla. Admin. Code").

2. Taylor Woodrow is a Florida limited liability company whose principal and mailing address is 4900 N. Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251.

3. BTR is a foreign limited liability company whose principal and mailing address is 4900 N. Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251.

4. The CDD is a local unit of special purpose government created by the Uniform Community Development District Act of 1980, Chapter 190, Fla. Stat., as amended, and established by Ordinance 07-64, and amended by Ordinance 18-30, adopted by the Board of County Commissioners of Manatee County, Florida.

5. Pursuant to a Water Use Permit (“WUP”) issued by the District, Taylor Woodrow operates an irrigation system with water supplied from onsite surface water ponds, augmented by groundwater wells, at the Artisan Lakes residential development located in Palmetto, Florida, 34221, within Sections 8/9/10/15/16/17, Township 33 South, Range 18 East, in Manatee County (“Property”).

6. Taylor Woodrow was the owner of real property located at 4725 Los Robles Ct., Palmetto, Florida 34221, further identified by the Manatee County Property Appraiser as Parcel ID 610911769, which is the location of a groundwater well permitted under Taylor Woodrow’s WUP for the Property.

7. BTR is the owner of real property located at 5005 Cedar Leaf Cir., Palmetto, Florida 34221, further identified by the Manatee County Property Appraiser as Parcel ID 610900659, which is the location of a surface water withdrawal and a groundwater well permitted under Taylor Woodrow’s WUP for the Property.

8. The CDD is the owner of real property located at Rushmere Ct., Palmetto, Florida 34221, further identified by the Manatee County Property Appraiser as Parcel ID 610960859, which is the location of a groundwater well and a surface water withdrawal

permitted under Taylor Woodrow's WUP for the Property. A reclaimed water flow meter is also located on Parcel ID 610960859.

9. On April 1, 2022, the District issued Taylor Woodrow WUP No. 20003744.012 ("Permit"), a renewal with modification of Taylor Woodrow's existing WUP, for landscape/recreational irrigation covering 227.6 acres at the Property.

10. The Property is located within the Most Impacted Area of the Southern Water Use Caution Area.

11. The Permit authorizes groundwater withdrawals of 452,000 gallons per day ("gpd") on an annual average basis, 1,480,700 gpd on a peak monthly basis. The Permit specifies that despite these total groundwater withdrawals, combined groundwater withdrawals from the Upper Floridan Aquifer ("UFA") are limited to 386,100 gpd on an annual average basis.

12. The District issues WUPs with annual average quantities. The annual average quantity is the daily average of the gallons withdrawn each day for the previous twelve (12) month period. Under the Permit, Taylor Woodrow is required to report the quantities withdrawn on a monthly basis. The annual average withdrawal quantity or pumpage is re-calculated each month when the quantities are reported.

13. Due to Taylor Woodrow's reported annual average quantities of groundwater pumpage exceeding the permitted amounts, on July 12, 2022, the District issued Taylor Woodrow a First Notice of Potential Non-Compliance for overpumpage, and, after no response, sent a follow-up email on October 18, 2022.

14. On August 25, 2023, November 16, 2023, December 18, 2023, and February 22, 2024, the District issued Taylor Woodrow four more notices of potential non-

compliance for overpumpage after Taylor Woodrow failed to bring the annual average quantities of water withdrawals down to permitted amounts.

15. On May 28, 2024, Taylor Woodrow was issued WUP No. 20003744.013 (“Permit Modification”) by the District, modifying certain conditions of the Permit, as part of a Water Conservation/Corrective Action Plan (“Plan”) submitted by Taylor Woodrow in February 2024 due to continuous non-compliance with the Permit.

16. Under the Permit Modification and Plan, Taylor Woodrow is required to reduce its groundwater pumpage to within 5% of the permitted annual average quantity of 452,000 gpd by May 1, 2025, conduct leak inspections, submit quarterly reports, implement a public education program for Artisan Lakes residents, and establish irrigation schedules and once-per-week watering restrictions.

17. On July 12, 2024, and August 21, 2024, the District conducted site visits to the Property and observed the groundwater well on BTR’s real property actively pumping groundwater into a pond and overfilling the pond at the control structure. District staff observed no meter or working float switch on the well. On July 30, 2024, the District issued Taylor Woodrow a Notice of Non-Compliance for failing to install or maintain an automated augmentation control system at the groundwater well as required by the Permit.

18. Taylor Woodrow has reported groundwater pumpage over the authorized amount of 452,000 gpd every month since November 2021, with annual averages ranging from 10% to 145% over the authorized amount. See Groundwater Annual Average Quantity Pumpage Data attached hereto as **Exhibit A**.

19. Taylor Woodrow has reported groundwater overpumpage from the UFA every month from District ID No. 15 since April 2020, with annual averages ranging from 2% to 186% over the authorized amount of 386,100 gpd. See UFA Annual Average Quantity Pumpage Data attached hereto as **Exhibit B**.

20. Taylor Woodrow continuously pumped more groundwater than the quantities authorized by the Permit and Permit Modification, failed to submit water meter accuracy tests for permitted water withdrawal facilities from June 2024 through October 15, 2025, failed to restrict irrigation at the Property to a once-per-week schedule, failed to install a meter and install or maintain an automated augmentation control system on a groundwater well within 90 days of construction, and failed to notify the District within 30 days of a sale or transfer of ownership of real property on which permitted water withdrawal facilities are located.

21. Additionally, the District received pumpage data showing zero as the meter readings for permitted water withdrawal facilities located on BTR's real property, although District staff observed active groundwater withdrawals in 2024. See Data for DID Nos. 18 & 19 in Exhibits A & B.

22. The CDD and BTR do not have authorization from the District for any water withdrawals occurring on their parcels at the Property.

23. Additionally, BTR failed to install a meter and install or maintain an automated augmentation control system at the groundwater well located on its real property within 90 days of construction.

24. On January 27, 2026, the District's Governing Board authorized the District to issue an Administrative Complaint and Order in this matter.

25. On March 18, 2026, the District issued an Administrative Complaint and Order against Taylor Woodrow, BTR, and the CDD (collectively, the “Respondents”).

26. As of April 29, 2026, all groundwater pumping from the permitted groundwater wells on the Property has ceased, and all permitted groundwater wells have either been capped or properly plugged and abandoned.

27. The Parties have agreed to resolve all disputed issues regarding the violations set forth above as described in this Consent Order.

CONCLUSIONS OF LAW

28. The District has jurisdiction over consumptive water use permitting pursuant to Chapter 373, Part II, Fla. Stat., and 40D-2, Fla. Admin. Code.

29. Rule 40D-2.301, Fla. Admin. Code, requires that an applicant for a WUP provide reasonable assurance that the consumptive use of water (a) is a reasonable-beneficial use; (b) will not interfere with any presently existing legal use of water; and (c) is consistent with the public interest. See also Section 373.223(1), Fla. Stat.

30. Rule 40D-2.351, Fla. Admin. Code, requires a new property owner to submit an application to transfer a permit within 45 days of acquiring ownership or legal control of permitted water withdrawal facilities or the land on which the facilities are located. Until the permit is transferred, the party subsequently controlling the permitted water withdrawal facilities will be in violation of District rules for making any withdrawals without the required permit. For partial transfers, the party that subsequently owns a portion of the land on which the facilities are located will be in violation of District rules for making any withdrawals without the required permit. See District WUP Applicant’s Handbook Part B, Section 1.4.9.

31. Section 373.129, Fla. Stat., allows the District to enforce its rules and orders, seek injunctive relief, and recover civil penalties of up to \$15,000.00 for each WUP violation for each date of violation, and is further authorized to recover its investigative costs, court costs, and reasonable attorneys' fees.

32. Making withdrawals in excess of the water quantities authorized by the Permit and Permit Modification constitutes violations of Section 373.223(1), Fla. Stat., Rule 40D-2.301, Fla. Admin. Code, and Special Condition Nos. 2, 10, 14, and 23 of the Permit and Permit Modification.

33. Failure to submit water meter accuracy tests for District ID Nos. 14 and 17 and failure to install a meter on District ID No. 19 constitute violations of Special Condition No. 20 of the Permit Modification.

34. Failure to restrict irrigation at the Property to a once-per-week schedule constitutes a violation of Special Condition No. 22 of the Permit Modification.

35. Failure to notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership of the Project and/or related facilities from which the permitted consumptive use is made constitutes a violation of Standard Condition 6 of the Permit. Additionally, Standard Condition 17 of the Permit explains that "[a]ll permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located."

36. Failure to install and/or properly maintain an automated augmentation control system within 90 days of construction of the withdrawal facility constitutes a violation of Special Condition No. 7 of the Permit.

37. Taylor Woodrow has violated Special Condition Nos. 2, 7, 10, 14, 20, 22, and 23 and Standard Condition No. 6 of the Permit and Permit Modification.

38. A Water Use Permit must be issued to a party with sufficient ownership or legal control. The CDD is the owner of land on which the water withdrawal facilities are located. The CDD must grant sufficient real property interest to, and Taylor Woodrow must transfer the Permit to, a new permittee with sufficient ownership or legal control over the water withdrawal facilities, and failure to do so constitutes a violation of Rule 40D-2.351, Fla. Admin. Code, and the District's WUP Applicant's Handbook Part B, Section 1.4.9, for failure to apply to the District for a transfer or partial transfer of the Permit or Permit Modification.

39. BTR has violated Rule 40D-2.351, Fla. Admin. Code, and the District's WUP Applicant's Handbook Part B, Section 1.4.9, for failure to apply to the District for a transfer or partial transfer of the Permit or Permit Modification within 45 days of acquiring ownership or legal control of permitted water withdrawal facilities or the land on which the facilities are located. Additionally, BTR violated Special Condition Nos. 7 and 20 of the Permit and Permit Modification for failing to install a meter and failing to install or properly maintain an automated augmentation control system at the groundwater well with District ID No. 19 within 90 days of construction.

CORRECTIVE ACTIONS

40. In settlement of the violations described in this Consent Order, the Parties agree to the following corrective actions:

- a. The Parties shall join in a Motion to Relinquish Jurisdiction in any pending case related to this matter before the Division of Administrative Hearings to allow this

Consent Order to be approved and executed by the District's Governing Board and rendered as a final agency action. Upon this Consent Order becoming final agency action, Respondents' petitions for administrative hearing disputing the Administrative Complaint and Order shall be dismissed with prejudice.

- b. All groundwater pumping authorized by the Permit and Permit Modification is suspended. Surface water withdrawal sites may continue to be operated in accordance with the terms of the Permit and Permit Modification, subject to the corrective actions set forth below.
- c. Taylor Woodrow shall apply to the District for transfer of the Permit to the appropriate permittee able to demonstrate sufficient ownership and control of the reclaimed water irrigation system facilities at the Property, in accordance with District rules. As part of such permit application, the CDD shall grant real property interests in favor of the appropriate permittee as reasonably necessary to demonstrate that the appropriate permittee has sufficient real property interest to demonstrate ownership and control over any facilities regulated under the permit and located on or within the property located at Rushmere Ct., Palmetto, Florida 34221, further identified by the Manatee County Property Appraiser as Parcel ID 610960859. Failure to complete the transfer of the reclaimed water facilities and associated surface water facilities to the appropriate permittee within sixty (60) days of approval of this Consent Order by the District's Governing Board shall result in the immediate revocation of the Permit and Permit Modification, including revocation of all authorized water use

for any withdrawal facilities on the real properties identified by the Manatee County Property Appraiser as Parcel IDs 610911769 and 610960859.

- d. BTR shall apply separately to the District for authorization to continue use of the water withdrawal facilities located on its real property. Within sixty (60) days of approval of this Consent Order by the District's Governing Board, BTR shall obtain all permits required by District rules for its real property, including a WUP for irrigation, if required by District rules, and a modification of Environmental Resource Permit No. 43030240.029 for the pond augmentation system. Failure to obtain authorization for water withdrawals from the District within sixty (60) days of approval of this Consent Order by the District's Governing Board shall result in immediate revocation of authorized water use for any withdrawal facilities on the real property identified by the Manatee County Property Appraiser as Parcel ID 610900659.
- e. If any party fails to obtain a WUP or authorization for water withdrawal facilities as contemplated within paragraph 40 c. or d. within the time required, it must dismantle and properly plug and abandon all surface water and groundwater withdrawal facilities within ten (10) days of written notification from the District.
- f. Within ninety (90) days after this Consent Order is rendered, Taylor Woodrow and BTR shall ensure that any groundwater withdrawal facilities not authorized by the District are plugged and abandoned in accordance with District well construction permitting rules. Completion reports associated with the abandonment of any withdrawal facilities shall be provided to the District upon request. Taylor Woodrow shall continue to report monthly pumpage data to the

District for all permitted withdrawal facilities until the withdrawal facilities are dismantled, and properly plugged and abandoned.

- g. All remaining groundwater quantities are suspended and may be transferred to a third party until the expiration or revocation of the Permit or Permit Modification.

41. Within thirty (30) days of approval of this Consent Order by the District's Governing Board, Taylor Woodrow shall pay the District, by certified check(s), civil penalties totaling \$424,540.11, enforcement costs of \$250.00, and District attorneys' fees totaling \$15,000.00, for a total of \$439,790.11.

42. Within thirty (30) days of approval of this Consent Order by the District's Governing Board, BTR shall pay the District, by certified check, civil penalties totaling \$40,425.00, enforcement costs of \$250.00, District attorneys' fees totaling \$2,000.00, and legal costs of \$59.00, for a grand total of \$42,734.00.

43. Within thirty (30) days of approval of this Consent Order by the District's Governing Board, the CDD shall pay the District, by certified check, District attorneys' fees totaling \$2,000.00, and legal costs of \$59.00, for a grand total of \$2,059.00, for the District's investigation into the appropriate permittee.

- 44. If mailed, the address for payment is:

Southwest Florida Water Management District
Finance Department
2379 Broad Street
Brooksville, FL 34604-6899

45. For each day of delay beyond any due date specified in this Consent Order, Respondents shall each pay to the District an additional sum of \$500.00 per day. This additional sum shall be paid by Respondent(s) upon the District's mailing of a demand

letter to Respondent(s) for payment. This provision shall not be construed to preclude the District's right to undertake other administrative, civil, or criminal action as appropriate in the event any due date is not met.

46. Respondents may apply to the District for an extension of the time limits contained in this Consent Order. A request for an extension of time must be made in writing and must be submitted to District staff and to the Office of General Counsel simultaneously, no later than five (5) days prior to the expiration of such time limit. Only the Office of General Counsel may approve a request for an extension of time. Any purported approval of an extension of time that does not have the prior authorization of the Office of General Counsel will not constitute compliance with this provision of the Consent Order.

47. This Consent Order is not a license or permit.

48. Entry of this Consent Order shall not relieve Respondents of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

49. Respondents shall allow authorized representatives of the District access to the Property at all reasonable times without prior consent or notice for the purpose of determining compliance with this Consent Order, Chapter 373, Fla. Stat., District rules, and the terms of any permits including modification or renewal. The District shall attempt to notify Respondents prior to access.

50. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 373.083(1), and 373.129, Fla. Stat.

51. The Respondents hereby waive any right to an administrative hearing or judicial review of the terms of this Consent Order.

52. The District hereby expressly reserves and retains the right to initiate appropriate legal action against the Respondents to prevent or prohibit the future violation of any applicable statutes, rules, orders, or permit conditions, except as specifically addressed in this Consent Order.

53. For, and in consideration of, the complete and timely performance by the Respondents of the obligations set forth in this Consent Order, the District waives its right to pursue civil or administrative action for any violations described in this Consent Order. In the event Respondents fail to completely and timely perform their obligations under this Consent Order, the District retains the right to pursue civil or administrative action for any violations described herein.

54. The Respondents agree to fully and completely comply with all terms and conditions of any permit issued by the District, including any modifications or renewals thereof. The Respondents acknowledge, by the execution of this Consent Order, that any future violation of Chapter 373, Fla. Stat., District rules, or the terms of any permit, including any modifications or renewals thereof, may subject the Respondents to criminal prosecution, administrative action, or civil suit in which penalties of up to Fifteen Thousand Dollars (\$15,000.00) per day per offense may be imposed, as provided in Section 373.129(5), Fla. Stat.

55. The effectiveness of this Consent Order is subject to review and approval by the District's Governing Board. In the event the District's Governing Board does not approve this Consent Order, this Consent Order shall be null, void, and of no legal effect.

56. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by all Parties.

57. Any person who is not a party to this Consent Order, whose substantial interests are affected by the District's action in this Consent Order, may request an administrative hearing in accordance with Sections 120.569 and 120.57(1), Fla. Stat., and to be represented by counsel or other qualified representative. Any request for a hearing must comply with the requirements set forth in Rules 28-106.104 and 28-106.201, Fla. Admin. Code. Mediation under Section 120.573, Fla. Stat., is not available. A request for a hearing must be filed with (received by) the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, no later than twenty-one (21) days after receipt of this notice. A request for a hearing is deemed filed upon receipt of the complete request by the Agency Clerk at the District's Service Office in Tampa, Florida. A request for a hearing received by the Agency Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. These requirements are set forth in Chapter 28-106, Fla. Admin. Code, and in the District's Statement of Agency Organization and Operation, which is available for viewing at www.swfwmd.state.fl.us/about/agency-statement-organization-and-operation. Failure to file a request for a hearing within the specified time period constitutes a waiver of the right to an administrative hearing.

58. The District may record this Consent Order or a Notice of Consent Order in the official records of the county wherein the Property is located. Respondents

acknowledge, by the execution of this Consent Order, that the District may record this Consent Order or a notice thereof, and consent to the recordation.

59. This Consent Order may be signed in two or more counterparts, including by way of electronic signature (PDF formats included), each of which will be deemed an original but all of which together will constitute one and the same instrument. This Consent Order shall become effective when counterparts have been signed by each party and delivered to the other party. Each person signing this Consent Order warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

BTR AT ARTISAN LAKES, LLC

Signature

Print Name and Title

Date

**TAYLOR WOODROW COMMUNITIES
AT ARTISAN LAKES, L.L.C.**

Signature

Print Name and Title

Date

**ARTISAN LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Print Name and Title

Date

District this _____ day of _____, 2026.

Paul J. Bispham, Chair

Print Name: _____

Jennifer A. Soberal, Esq.
Office of General Counsel

Filed this _____ day of _____ 2026.

(Seal)

Deputy Agency Clerk

This document complies with WCAG 2.2 AA standards

MonthYear	Total Monthly Pumpage (gallons)						12-Month Rolling Annual Average (gallons per day)	
	DID No. 14	DID No. 15	DID No. 17	DID No. 18	DID No. 19	Groundwater Total	Pumped Groundwater AAQ	% OVP of Permitted AAQ
Jan-20	14,446,000	13,948,000	213,000			14,161,000	361,882	-19.94
Feb-20	12,946,000	15,383,000	222,000			15,605,000	384,099	-15.02
Mar-20	17,508,000	20,797,000	230,000			21,027,000	409,515	-9.40
Apr-20	18,315,000	19,526,000	307,000			19,833,000	427,290	-5.47
May-20	16,780,000	19,088,000	211,000			19,299,000	443,499	-1.88
Jun-20	15,437,000	11,358,000	188,000			11,546,000	470,452	4.08
Jul-20	16,080,000	5,620,000	172,000			5,792,000	472,159	4.46
Aug-20	11,384,000	16,150,000	146,000			16,296,000	489,641	8.33
Sep-20	13,200,000	24,463,000	127,000			24,590,000	535,375	18.45
Oct-20	18,360,000	2,536,000	134,000			2,670,000	501,310	10.91
Nov-20	15,761,000	5,820,000	139,000			5,959,000	481,512	6.53
Dec-20	14,116,000	3,767,000	229,000			3,996,000	440,477	-2.55
Jan-21	13,980,000	6,439,000	183,000			6,622,000	419,822	-7.12
Feb-21	12,103,000	14,104,000	96,000			14,200,000	415,973	-7.97
Mar-21	14,974,000	16,909,000	127,000			17,036,000	405,038	-10.39
Apr-21	15,758,000	17,539,000	95,000			17,634,000	399,014	-11.72
May-21	25,552,000	30,023,000	236,000			30,259,000	429,041	-5.08
Jun-21	19,330,000	13,944,000	47,000			13,991,000	435,740	-3.60
Jul-21	20,780,000	20,676,000	113,000			20,789,000	476,827	5.49
Aug-21	20,045,000	6,789,000	157,000			6,946,000	451,211	-0.17
Sep-21	15,881,000	13,304,000	285,000			13,589,000	421,071	-6.84
Oct-21	21,217,000	18,894,000	179,000			19,073,000	466,011	3.10
Nov-21	19,453,000	18,307,000	150,000			18,457,000	500,252	10.68
Dec-21	20,948,000	16,923,000	86,000			17,009,000	535,904	18.56
Jan-22	16,694,000	18,655,000	81,000			18,736,000	569,093	25.91
Feb-22	18,765,000	21,775,000	65,000			21,840,000	590,025	30.54
Mar-22	24,459,000	26,782,000	70,000			26,852,000	616,918	36.49
Apr-22	20,247,000	24,417,000	96,000			24,513,000	635,764	40.66
May-22	25,607,000	27,693,000	175,000			27,868,000	629,214	39.21
Jun-22	23,546,000	25,925,000	187,000			26,112,000	662,422	46.55
Jul-22	23,627,000	22,378,000	184,000			22,562,000	667,279	47.63
Aug-22	24,742,000	25,873,000	183,000			26,056,000	719,636	59.21
Sep-22	19,676,000	19,807,000	153,000			19,960,000	737,090	63.07
Oct-22	23,740,000	21,594,000	266,000			21,860,000	744,726	64.76
Nov-22	25,585,000	27,467,000	121,000			27,588,000	769,742	70.30
Dec-22	19,539,000	20,523,000	171,000			20,694,000	779,838	72.53
Jan-23	18,317,000	17,130,000	364,000			17,494,000	776,436	71.78
Feb-23	22,051,811	22,024,626	205,000			22,229,626	777,503	72.01
Mar-23	27,772,000	28,795,000	140,000			28,935,000	783,210	73.28
Apr-23	35,425,000	37,334,000	211,000			37,545,000	818,914	81.18
May-23	34,838,000	37,507,000	160,000			37,667,000	845,761	87.12
Jun-23	41,605,319	45,377,137	147,000			45,524,137	898,945	98.88
Jul-23	32,372,000	26,553,000	157,000			26,710,000	910,309	101.40
Aug-23	38,555,000	35,688,000	156,000		0	35,844,000	937,125	107.33
Sep-23	41,941,000	36,062,000	146,000		0	36,208,000	981,640	117.18
Oct-23	34,296,000	31,144,000	86,000		0	31,230,000	1,007,312	122.86
Nov-23	44,046,000	40,746,000	62,000		0	40,808,000	1,043,531	130.87
Dec-23	32,713,000	28,963,000	53,000		0	29,016,000	1,066,331	135.91
Jan-24	16,349,000	12,560,000	36,000		0	12,596,000	1,052,912	132.95
Feb-24	34,113,000	27,839,000	59,000		0	27,898,000	1,068,441	136.38
Mar-24	35,098,000	31,825,000	71,000		0	31,896,000	1,076,554	138.18
Apr-24	40,761,000	36,187,000	10,000		0	36,197,000	1,072,861	137.36
May-24	56,675,000	51,107,000	334,000		0	51,441,000	1,110,598	145.71
Jun-24	45,071,000	40,451,000	258,000		0	40,709,000	1,097,405	142.79
Jul-24	31,430,000	25,051,000	358,000		0	25,409,000	1,093,841	142.00
Aug-24	22,291,000	8,974,000	219,000		0	9,193,000	1,020,825	125.85
Sep-24	12,557,000	5,644,000	184,000		0	5,828,000	937,592	107.43
Oct-24	30,516,000	18,782,000	173,000		0	18,955,000	903,962	99.99
Nov-24	45,911,000	42,192,000	178,000		0	42,370,000	908,241	100.94
Dec-24	27,893,000	24,404,000	187,000		0	24,591,000	896,118	98.26
Jan-25	24,344,000	20,683,000	58,000	0	0	20,741,000	918,433	103.19
Feb-25	26,803,000	21,003,000	32,000	0	0	21,035,000	899,630	99.03
Mar-25	34,553,000	29,788,000	58,000	0	0	29,846,000	894,014	97.79
Apr-25	37,060,000	33,826,000	80,000	0	0	33,906,000	887,737	96.40
May-25	36,503,000	33,219,000	80,000	0	0	33,299,000	838,033	85.41
Jun-25	23,789,000	17,799,000	78,000	0	0	17,877,000	775,479	71.57
Jul-25	23,181,000	16,167,000	62,000	0	0	16,229,000	750,329	66.00
Aug-25	21,726,000	11,406,000	43,000	0	0	11,449,000	756,510	67.37
Sep-25	21,157,000	19,389,000	35,000	0	0	19,424,000	793,759	75.61
Oct-25	45,016,000	41,911,000	41,000	0	0	41,952,000	856,764	89.55
Nov-25	39,949,000	37,997,000	57,000	0	0	38,054,000	844,940	86.93
Dec-25	36,102,000	33,883,000	74,000	0	0	33,957,000	870,600	92.61
Jan-26	30,181,000	28,007,000	123,000	0	0	28,130,000	890,844	97.09
Feb-26	18,718,000	17,074,000	56,000	0	0	17,130,000	880,145	94.72

MonthYear	Total Monthly Pumpage (gallons)						12-Month Rolling Annual Average (gallons per day)	
	DID No. 14	DID No. 15	DID No. 17	DID No. 18	DID No. 19	UFA Total	Pumped UFA AAQ	% OVP of Permitted UFA AAQ
Jan-20	14,446,000	13,948,000	213,000			13,948,000	356,929	-7.56
Feb-20	12,946,000	15,383,000	222,000			15,383,000	379,085	-1.82
Mar-20	17,508,000	20,797,000	230,000			20,797,000	404,145	4.67
Apr-20	18,315,000	19,526,000	307,000			19,526,000	421,134	9.07
May-20	16,780,000	19,088,000	211,000			19,088,000	436,964	13.17
Jun-20	15,437,000	11,358,000	188,000			11,358,000	463,951	20.16
Jul-20	16,080,000	5,620,000	172,000			5,620,000	465,526	20.57
Aug-20	11,384,000	16,150,000	146,000			16,150,000	482,630	25.00
Sep-20	13,200,000	24,463,000	127,000			24,463,000	528,559	36.90
Oct-20	18,360,000	2,536,000	134,000			2,536,000	494,729	28.13
Nov-20	15,761,000	5,820,000	139,000			5,820,000	475,142	23.06
Dec-20	14,116,000	3,767,000	229,000			3,767,000	434,126	12.44
Jan-21	13,980,000	6,439,000	183,000			6,439,000	413,553	7.11
Feb-21	12,103,000	14,104,000	96,000			14,104,000	410,049	6.20
Mar-21	14,974,000	16,909,000	127,000			16,909,000	399,397	3.44
Apr-21	15,758,000	17,539,000	95,000			17,539,000	393,953	2.03
May-21	25,552,000	30,023,000	236,000			30,023,000	423,912	9.79
Jun-21	19,330,000	13,944,000	47,000			13,944,000	430,997	11.63
Jul-21	20,780,000	20,676,000	113,000			20,676,000	472,247	22.31
Aug-21	20,045,000	6,789,000	157,000			6,789,000	446,600	15.67
Sep-21	15,881,000	13,304,000	285,000			13,304,000	416,027	7.75
Oct-21	21,217,000	18,894,000	179,000			18,894,000	460,844	19.36
Nov-21	19,453,000	18,307,000	150,000			18,307,000	495,055	28.22
Dec-21	20,948,000	16,923,000	86,000			16,923,000	531,099	37.55
Jan-22	16,694,000	18,655,000	81,000			18,655,000	564,567	46.22
Feb-22	18,765,000	21,775,000	65,000			21,775,000	585,584	51.67
Mar-22	24,459,000	26,782,000	70,000			26,782,000	612,633	58.67
Apr-22	20,247,000	24,417,000	96,000			24,417,000	631,477	63.55
May-22	25,607,000	27,693,000	175,000			27,693,000	625,093	61.90
Jun-22	23,546,000	25,925,000	187,000			25,925,000	657,918	70.40
Jul-22	23,627,000	22,378,000	184,000			22,378,000	662,581	71.61
Aug-22	24,742,000	25,873,000	183,000			25,873,000	714,866	85.15
Sep-22	19,676,000	19,807,000	153,000			19,807,000	732,682	89.76
Oct-22	23,740,000	21,594,000	266,000			21,594,000	740,079	91.68
Nov-22	25,585,000	27,467,000	121,000			27,467,000	765,175	98.18
Dec-22	19,539,000	20,523,000	171,000			20,523,000	775,038	100.74
Jan-23	18,317,000	17,130,000	364,000			17,130,000	770,860	99.65
Feb-23	22,051,811	22,024,626	205,000			22,024,626	771,544	99.83
Mar-23	27,772,000	28,795,000	140,000			28,795,000	777,059	101.26
Apr-23	35,425,000	37,334,000	211,000			37,334,000	812,448	110.42
May-23	34,838,000	37,507,000	160,000			37,507,000	839,336	117.39
Jun-23	41,605,319	45,377,137	147,000			45,377,137	892,629	131.19
Jul-23	32,372,000	26,553,000	157,000			26,553,000	904,068	134.15
Aug-23	38,555,000	35,688,000	156,000	0		35,688,000	930,958	141.12
Sep-23	41,941,000	36,062,000	146,000	0		36,062,000	975,493	152.65
Oct-23	34,296,000	31,144,000	86,000	0		31,144,000	1,001,657	159.43
Nov-23	44,046,000	40,746,000	62,000	0		40,746,000	1,038,038	168.85
Dec-23	32,713,000	28,963,000	53,000	0		28,963,000	1,061,161	174.84
Jan-24	16,349,000	12,560,000	36,000	0		12,560,000	1,048,640	171.60
Feb-24	34,113,000	27,839,000	59,000	0		27,839,000	1,064,570	175.72
Mar-24	35,098,000	31,825,000	71,000	0		31,825,000	1,072,872	177.87
Apr-24	40,761,000	36,187,000	10,000	0		36,187,000	1,069,729	177.06
May-24	56,675,000	51,107,000	334,000	0		51,107,000	1,106,989	186.71
Jun-24	45,071,000	40,451,000	258,000	0		40,451,000	1,093,493	183.22
Jul-24	31,430,000	25,051,000	358,000	0		25,051,000	1,089,378	182.15
Aug-24	22,291,000	8,974,000	219,000	0		8,974,000	1,016,189	163.19
Sep-24	12,557,000	5,644,000	184,000	0		5,644,000	932,852	141.61
Oct-24	30,516,000	18,782,000	173,000	0		18,782,000	898,984	132.84
Nov-24	45,911,000	42,192,000	178,000	0		42,192,000	902,945	133.86
Dec-24	27,893,000	24,404,000	187,000	0		24,404,000	890,455	130.63
Jan-25	24,344,000	20,683,000	58,000	0		20,683,000	912,710	136.39
Feb-25	26,803,000	21,003,000	32,000	0		21,003,000	893,981	131.54
Mar-25	34,553,000	29,788,000	58,000	0		29,788,000	888,400	130.10
Apr-25	37,060,000	33,826,000	80,000	0		33,826,000	881,932	128.42
May-25	36,503,000	33,219,000	80,000	0		33,219,000	832,923	115.73
Jun-25	23,789,000	17,799,000	78,000	0		17,799,000	770,863	99.65
Jul-25	23,181,000	16,167,000	62,000	0		16,167,000	746,523	93.35
Aug-25	21,726,000	11,406,000	43,000	0		11,406,000	753,186	95.08
Sep-25	21,157,000	19,389,000	35,000	0		19,389,000	790,844	104.83
Oct-25	45,016,000	41,911,000	41,000	0		41,911,000	854,211	121.24
Nov-25	39,949,000	37,997,000	57,000	0		37,997,000	842,718	118.26
Dec-25	36,102,000	33,883,000	74,000	0		33,883,000	868,688	124.99
Jan-26	30,181,000	28,007,000	123,000	0		28,007,000	888,753	130.19
Feb-26	18,718,000	17,074,000	56,000	0		17,074,000	877,989	127.40

UFA Upper Florida Aquifer

CONSENT AGENDA

July 28, 2026

Executive Director's Report: Approve Governing Board Minutes – June 23, 2026

Staff Recommendation:

Approve minutes as presented.

Presenter:

Brian J. Armstrong, P.G., Executive Director



**GOVERNING BOARD MEETING
TUESDAY, JUNE 23, 2026 – 9:00 A.M.
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604
(352) 796-7211**

Board Members Present

Jack Bispham, Chair
Ashley Bell Barnett, Vice Chair
John Hall, Secretary
Dustin Rowland, Treasurer*
Kelly Rice, Member*
Michelle Williamson, Member
John Mitten, Member
James Holton, Member*
Robert Stern, Member*
Nancy H. Watkins, Member
Josh Gamblin, Member
James Turner, Member*
Brian Aungst, Jr., Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director
Brian Starford, Division Director
Brandon Baldwin, Division Director
Michelle Weaver, Division Director

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

*Attended via Electronic Media

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on June 23 at 9:00 a.m., in the Brooksville office at 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

The meeting was called to order. It was announced that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. Comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. It was suggested, if there are several individuals requesting to speak on the same topic a spokesperson may be designated. Each member of the Governing Board and staff present at the dais was introduced (this served as roll call). A quorum was confirmed.

1.2 Invocation and Pledge of Allegiance

Vice Chair Ashley Bell Barnett offered the invocation and led the Pledge of Allegiance.

1.3 Employee Recognition

Chair Bispham recognized Chris Reed for his milestone years of service with the District.

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated the following item was being moved from Consent to Discussion:

Resource Management Committee

2.4 FARMS – Longino Ranch, Inc. – Flint Farm – H839 (Sarasota County)

There was good cause to amend the published agenda as allowed by Section 120.525, Florida Statutes.

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis, Jr., spoke regarding the Maloney Water Code.

Mr. David Gore spoke regarding water supply sources related to the Lower Floridan aquifer.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Adopt Resolutions to Identify New Slate of Officers for Financial Documents

Staff recommended the Board:

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Adopt Resolution No. 26-03 authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District and;
3. Adopt the Truist Resolution for Deposit Account document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit accounts and;
4. Adopt the Corporate Resolution document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

2.2 Governing Board Travel – Annual Environmental Permitting Summer School

Staff recommended the Board approve Governing Board travel as presented.

2.3 Independent Auditing Services Contract

Staff recommended the Board:

1. Exercise the renewal option within the current contract and approve the fifth and final amendment to the agreement engaging JMCO to perform the FY 2025-26 auditing services; and
2. Authorize the Executive Director or designee to execute the fifth amendment to the current contract with JMCO to perform the FY2025-26 auditing services.

Resource Management Committee

2.4 FARMS – Longino Ranch, Inc. – Flint Farm – H839 (Sarasota County)

Staff recommended the Board:

1. Approve the Longino Ranch, Inc. project for a not to exceed project reimbursement of \$422,161 provided by the Governing Board;

- ~~2. Authorize the transfer of \$422,161 from fund 010 H017 Governing Board FARMS Fund to the H839 Longino Ranch, Inc. project fund;~~
- ~~3. Authorize the Assistant Executive Director to sign the agreement.~~

2.5 FARMS – Seaboard Berry Farms, LLC – H850 (Hillsborough County)

Staff recommended the Board:

1. Approve the Seaboard Berry Farms, LLC project for a not-to-exceed project reimbursement of \$46,038 provided by the Governing Board;
2. Authorize the transfer of \$46,038 from fund 010 H017 Governing Board FARMS Fund to the H850 Seaboard Berry Farms, LLC project fund;
3. Authorize the Division Director to sign the agreement.

2.6 Hammock Creek Watershed Management Plan Floodplain Information for Regulatory Use and Insurance Rate Maps – Q013 (Pasco County)

Staff recommended the Board approve use of the Hammock Creek Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pasco County.

2.7 SR 200 Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q058 (Marion County)

Staff recommended the Board approve use of the SR 200 Watershed Management Plan Update floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Marion County.

2.8 West Ocala Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q207 (Marion County)

Staff recommended the Board approve use of the West Ocala Watershed Management Plan Update floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Marion County.

2.9 Perpetual Easement – Punta Gorda Heights Hawthorn Data Collection Site – SWF Parcel No. 20-020-201 (Charlotte County)

Staff recommended the Board:

- Approve the Perpetual Easement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize Staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Regulation Committee

2.10 Water Use Permit No. 20 021046.002 – Hillsborough County and Tampa Bay Water/Balm Farm (Hillsborough County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.11 Water Use Permit No. 20 020500.002 – Dillard Cattle Company, LLC and Tampa Bay Water/Big Fish Lake Augmentation (Pasco County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.12 Water Use Permit No. 20 008036.011 – Leffie M. Carlton Jr Family LLLP/Grange Hall Loop Berries (Hillsborough County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.13 Approval of Coordination Agreement Between the U.S. Army Corps of Engineer (Jacksonville District) and the Southwest Florida Water Management District – State Programmatic General Permit VI Addendum (SPGP-VI)

Staff recommended the Board approve the Coordination Agreement between the U.S. Army Corps of Engineers Jacksonville District and the District regarding the Corps' State Programmatic General Permit (SPGP VI).

General Counsel's Report

2.14 Approval of Second Amendment to Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Lower and Middle Pools of the Tampa Bypass Canal (Hillsborough County)

Staff recommended the Board approve the Second Amendment to Emergency Order No. SWF 26-004.

2.15 Approval of First Amendment to Emergency Order No. SWF 26-006 – Declaration of Emergency Regarding the Peace River Manasota Regional Water Supply Authority's Use of the Peace River (DeSoto County)

Staff recommended the Board approve First Amendment to Emergency Order No. SWF 26-006.

2.16 Approval of First Amendment to Emergency Order No. SWF 26-007 – Declaration of Emergency Regarding the City of Punta Gorda's Use of Shell Creek (Charlotte County)

Staff recommended the Board approve First Amendment to Emergency Order No. SWF 26-007.

2.17 Approve Governing Board Minutes – May 19, 2026

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the amended Consent Agenda. The motion carried unanimously. (Audio – 00:15:07)

Discussion

Finance/Outreach and Planning Committee

Chair Jack Bispham called the committee to order.

3.1 Consent Item(s) Moved to Discussion – None

3.2 Recommended Annual Service Budget for Fiscal Year 2027

Mr. Brandon Baldwin, Business and Information Technology Services Director, presented a timeline for the Fiscal Year (FY) 2027 Recommended Annual Service Budget (RASB) development cycle. He stated that budget development goals for operating expenditures are equal to 75 percent of ad valorem. This is below the District's goal requiring expenditures be no more than 80 percent. Mr. Baldwin provided information outlining sources of funding and expenditures by categories, programs and areas of responsibility for the proposed budget. Mr. Baldwin stated the proposed FY2027 Districtwide budget amount is \$250 million. He explained it is a decrease of 2.4 percent from FY2026.

Ms. Jennette Seachrist, Resource Management Division Director, provided an overview of the proposed FY2027 division budget. She stated the proposed budget is approximately \$128.2 million, which is a decrease of approximately 12 percent from FY2026.

Mr. Brian Starford, Operations, Lands & Resource Monitoring Division Director, provided an overview of the proposed FY2027 division budget. He stated the proposed budget is \$51 million, which is an increase of \$4.2 million compared to the current fiscal year.

Ms. Michelle Hopkins, Regulation Management Division Director, provided an overview of the proposed FY2027 division budget. She stated the proposed budget is approximately \$18.6 million, which is an increase of approximately 2.2 percent from FY2026.

Ms. Michelle Weaver, Employee, Outreach and General Services Division Director, provided an overview of the proposed FY2027 division budget. She stated the proposed budget is approximately \$23.7 million, which is an increase of approximately 24.9 percent from FY2026.

Mr. Brandon Baldwin, Business and Information Technology Services Director, provided an overview of the proposed FY2027 division budget. He stated the proposed budget is approximately \$20.1 million, which is an increase of approximately 9.2 percent from FY2026.

Staff recommended the Board authorize staff to prepare the Tentative Budget Submission for FY2027 based on the proposed budget as presented, adjusted for any modifications made by the Governing Board on June 23, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:46:10)

3.3 Knowledge Management: Governing Board Committee Responsibilities

Ms. Robyn Felix, Communications and Board Services Bureau Chief, provided background regarding the current Governing Board Committee Responsibilities policy and outlined the proposed changes. The final policy will be presented at the July meeting for Board approval.

This item was for the Board's information only. No action was required.

3.4 Budget Transfer Report

This item was for the Board's information only. No action was required.

Operations, Lands and Resource Monitoring Committee

Chair Jack Bispham called the committee to order.

4.1 Consent Item(s) Moved to Discussion – None

4.2 2026 Hurricane Season Preparedness

Mr. Tim Fallon, Emergency Coordinating Officer, presented the District's 2026 hurricane season preparedness activities. He provided an overview of the 2026 Atlantic Basin Hurricane Forecast. He presented an update of the 2024 storm season recovery efforts. Mr. Fallon outlined the primary responsibilities of the District during emergency operations. He stated that although water management districts are not first responders, they are members of the State Emergency Response Team (SERT). This authorizes the District to provide support to the Florida Department of Transportation and the Florida Environmental Protection. He outlined preparedness and recovery exercises completed by staff.

This item was for the Board's information only. No action was required.

Regulation Committee

Board Member Nancy Watkins called the committee to order.

5.1 Consent Item(s) Moved to Discussion - None

5.2 Hydrologic Conditions Report

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the Hydrologic Conditions report. She stated that although the rainfall for May was above average, the Districtwide rainfall deficit is 11.4 inches below average. Information was presented regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. Ms. McBride stated that stored water supplies are in use to offset dry conditions. She summarized the Climate Prediction Center's near-term climate forecast for July, August and September as related to temperatures and precipitation. A current tropical outlook was presented.

Mr. David Gore spoke regarding the data and verbiage used in the Hydrologic Conditions report.

This item was for the Board's information only. No action was required.

5.3 Extend Modified Phase III Water Shortage Order SWF 25-015

Ms. April Breton, Water Use Permitting Bureau Chief, provided information that included an overview of the Districtwide hydrologic conditions and public supply storage. She presented a summary of the three extended emergency orders that were approved on the Consent agenda.

Staff recommended the Board:

- Approve the Third Modification to Water Shortage Order No. SWF 25-015.
- Authorize the Executive Director to enter an order rescinding Water Shortage Order No. SWF 25-015 prior to October 1, 2026, if necessary.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:15:11)

Resource Management Committee

Vice Chair Ashley Bell Barnett called the committee to order.

6.1 Consent Item(s) Moved to Discussion

2.4 FARMS – Longino Ranch, Inc. – Flint Farm – H839 (Sarasota County)

Chair Bispham stated this item was moved to Discussion to allow him to recuse himself from voting

Staff recommended the Board:

1. Approve the Longino Ranch, Inc. project for a not-to-exceed project reimbursement of \$422,161 provided by the Governing Board;
2. Authorize the transfer of \$422,161 from fund 010 H017 Governing Board FARMS Fund to the H839 Longino Ranch, Inc. project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried with 12 members voting in favor and one abstaining. (Audio – 01:16:20)

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Consideration of Orders Denying Petitions to Initiate Rulemaking – Aja Moore, Vaughn E. Hoehn, and Lisa Hoehn – Rules 40D-2 and 40D-21, Florida Administrative Code (Hernando County)

Mr. Andrew Thornquest, Assistant General Counsel, explained the statutory requirements associated with filing a petition for rulemaking. He provided an overview of the three petitions that

were submitted. Mr. Thornquest explained the process to initiate rulemaking and the basis for denial of the petitions.

Ms. Aja Moore spoke regarding the denial of the petitions.

Vice Chair Barnett asked for examples when water use permits may be issued during declared droughts. Mr. Chris Tumminia, General Counsel, responded that examples would include agricultural and public supply. He explained that a period of drought does not necessarily impact the demand for water.

Staff recommended the Board approve the Orders Denying Petitions to Initiate Rulemaking.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:33:00)

7.3 Affirm Governing Board Committee Actions

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:33:51)

Committee/Liaison Reports

8.1 Industrial, Commercial & Institutional Advisory Committee

A written summary was provided.

8.2 Public Supply Advisory Committee

A written summary was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, recognized that this was the last meeting for Ms. Jennette Seachrist, who is retiring.

Mr. Armstrong wished everyone a Happy Fourth of July.

10.1 Chair's Report

Chair Bispham acknowledged Ms. Jennette Seachrist and her tenure.

Chair Bispham asked if the Board had any matters which they would like to discuss at the next meeting. None were presented.

The next meeting is scheduled for Tuesday, July 28 at 9:00 a.m., at the Tampa office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 10:39 a.m.

Governing Board Meeting

July 28, 2026

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	89
3.2	Discussion: Action Item: Investment Strategy Quarterly Update	90
3.3	Discussion: Action Item: Proposed Millage Rate and Tentative Budget Update for Fiscal Year 2027	91
3.4	Submit & File: Information Item: Office of Inspector General Quarterly Update – April 1, 2026 to June 30, 2026	95
3.5	Submit & File: Information Item: Budget Transfer Report	99

FINANCE/OUTREACH & PLANNING COMMITTEE

July 28, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

FINANCE/OUTREACH & PLANNING COMMITTEE

July 28, 2026

Discussion: Action Item: Investment Strategy Quarterly Update

Purpose

Provide quarterly update of the investment portfolios.

Background

In accordance with Board Policy, *Investments*, a quarterly investment report shall include, but not be limited to, the following:

1. A listing of individual securities by class and type held at the end of the reporting period.
2. Percentage of available funds represented by each investment type.
3. Coupon, discount, or earning rate.
4. Average life or duration and final maturity of all investments.
5. Par value and market value.
6. In addition to the standard gross-of-fee-performance reporting that is presented, net-of-fee performance will be provided by the Investment Manager.
7. A summary of District's investment strategy.
8. The year-end quarterly report ended September 30th will show performance on both a book value and total rate of return basis and will compare the results to the portfolio's performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

Strategic Plan

This quarterly update presentation provides the Board with insight into how the District manages its investments and the strategies employed to ensure safety, liquidity, and competitive returns – all in alignment with the District's Strategic Plan.

Exhibits

The Quarterly Investment Report for Period Ended June 30, 2026 (To be provided separately)

Staff Recommendation:

Accept and place on file the District's Quarterly Investment Reports for the quarter ended June 30, 2026.

Presenter:

John F. Grady III, Managing Director, Public Trust Advisors, LLC

FINANCE/OUTREACH & PLANNING COMMITTEE**July 28, 2026****Discussion: Action Item: Proposed Millage Rate and Tentative Budget Update for Fiscal Year 2027***Purpose*

1. Report the results of the July 1 certifications of taxable value from the District's 16 county property appraisers and recommend adoption of a proposed fiscal year (FY) 2027 millage rate.
2. Provide an update on budget changes that have been made since the FY2027 Recommended Annual Service Budget (RASB) and request approval to submit the District's *Tentative Budget Submission* for FY2027 to the Executive Office of the Governor (EOG), Department of Environmental Protection (DEP), Florida Legislature, and other parties for delivery by August 1, 2026, as required by statute.

Background

In June, staff submitted the FY2027 RASB to the Governing Board for consideration. The RASB document included underlying revenue and expenditure tables, variance analysis and detailed project descriptions for all District projects. On June 23, staff provided an overview of the RASB to the Governing Board including revenues by source and expenditures by category, program, and area of responsibility. Following discussion of the budget, the Governing Board authorized staff to prepare the *Tentative Budget Submission* for FY2027 based on the RASB as presented, adjust for Governing Board actions at the June meeting, reflect the final estimated ad valorem revenue based on the July 1 certifications of taxable value, and add any additional funding provided by the state.

On July 28, staff will provide a budget update to the Governing Board including the certifications of taxable value and the proposed FY2027 millage rate for adoption, which must be certified to the county property appraisers by August 4. The proposed millage rate is the rate that will be used for Truth in Millage (TRIM) *Notices of Proposed Property Taxes*. Prior to the July 28 Governing Board meeting, staff will provide Board members with a draft of the *Tentative Budget Submission* for FY2027 for consideration to approve for submission by August 1 pursuant to s. 373.536 Florida Statutes (F.S.).

The District's FY2027 budget will be adopted in September following two public TRIM hearings. The first hearing is scheduled for September 8, 2026 at 5:01 p.m. at the Tampa Office. Written disapproval of any portion of the budget must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget adoption hearing scheduled for September 22, 2026 at 5:01 p.m., also at the Tampa Office.

*Discussion***1. Proposed Millage Rate for FY2027**

Staff will present the certifications of taxable value and the proposed FY2027 District millage rate, in compliance with s. 373.503, F.S., and s. 200.065, F.S. Overall taxable property values in the District increased by 4.81 percent. Of the increase, 1.85 percent is related to existing property values and 2.96 percent is related to new construction. The proposed millage rate of 0.1831 maintains the current millage rate and is 2.12 percent above the rolled-back millage rate calculated in accordance with s. 200.065, F.S. Based on the July 1 certifications of taxable value, staff has increased ad valorem revenue by \$455,906 to \$139,716,571.

2. Tentative Budget Update for FY2027

Staff will review the proposed budget changes outlined below that have occurred since June 23. Staff requests approval of these changes, which have been incorporated in the draft of the *Tentative Budget Submission* for FY2027, as well as authorization to submit the *Tentative Budget Submission* to the EOG, DEP, Florida Legislature, and other parties for delivery by August 1, 2026, as required by statute.

Revenue Budget

- Ad valorem tax revenue increased by \$455,906 based on July 1 certifications of taxable value from the 16 county property appraisers.
- Use of Project Reserves decreased by \$455,906 to balance the budget.

There are no proposed changes to the expenditure budget.

Strategic Plan

Development of the annual budget serves as the fiscal guide to carry out the priorities and needs identified in the Strategic Plan.

Exhibits

Exhibit 1 – Resolution No. 26-04, *Adoption of Proposed Millage Rate for Fiscal Year 2027*

Exhibit 2 – Draft *Tentative Budget Submission* for FY2027 (to be provided separately)

Staff Recommendation:

1. Approve Resolution No. 26-04, *Adoption of Proposed Millage Rate for Fiscal Year 2027*.
2. Approve the budget changes presented, adjusted for any modifications made by the Governing Board on July 28, and authorize staff to submit the *Tentative Budget Submission* for FY2027.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 26-04

ADOPTION OF PROPOSED MILLAGE RATE FOR FISCAL YEAR 2027

WHEREAS, the Governing Board of the Southwest Florida Water Management District (District), by authority of Article VII, Section 9(b) of the Florida Constitution, and Chapters 200 and 373, Florida Statutes, is authorized to levy ad valorem taxes on taxable property within the District; and

WHEREAS, the Governing Board of the District must advise the county property appraisers of its proposed millage rate to be levied upon all taxable property in the District subject to county taxes to be applied on the tax rolls for the year 2026, for the purpose of preparing the notice of proposed property taxes; and

WHEREAS, the Governing Board of the District must provide the county property appraisers preliminary disclosure of the maximum millage levy calculation and certify the appropriate vote was taken by the Governing Board for the proposed millage rate adopted in compliance with Section 200.065, Florida Statutes.

THEREFORE, BE IT RESOLVED, by the Governing Board of the Southwest Florida Water Management District by a vote of _____ in favor, _____ against and _____ not present:

That there is adopted a proposed District millage rate, as provided for in Sections 373.503(3) and 373.536, Florida Statutes, and in compliance with the maximum millage rate established by Section 200.065, Florida Statutes, for fiscal year 2027, to be assessed on the tax rolls for the year 2026, for the purpose of levying a uniform ad valorem tax on all taxable property in the counties within the District as certified by the county property appraisers pursuant to Section 200.065, Florida Statutes, excluding lands held by the Trustees of the Internal Improvement Trust Fund to the extent specified in Section 373.543, Florida Statutes, as follows:

<u>District</u>	<u>Rolled-back Rate</u>	<u>Proposed Millage Rate</u>	<u>Percent Over Rolled-back Rate</u>	<u>Counties Applied To</u>
Districtwide	0.1793	0.1831	2.12%	Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, Sumter

APPROVED AND ADOPTED this twenty-eighth day of July 2026 by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

By: _____
Paul J. Bispham, Chair

Attest:

John E. Hall, Secretary

CERTIFICATE AS TO RESOLUTION NO. 26-04

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

We, the undersigned, hereby certify that we are, Chair and Secretary, respectively, of the Southwest Florida Water Management District, organized and existing under and by virtue of the Laws of the State of Florida, and having its office and place of business at 2379 Broad Street, Brooksville, Hernando County, Florida, and that, on the twenty-eighth day of July 2026, at a duly called and properly held meeting of the Governing Board of the Southwest Florida Water Management District, at 7601 US Hwy 301 North, Tampa, Hillsborough County, Florida, at which meeting a majority of the members of the Governing Board were present, the resolution, which is attached hereto and which this certificate is a part thereof, was adopted and incorporated in the minutes of that meeting.

Dated at Tampa, Florida, this twenty-eighth day of July 2026.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

By: _____
Paul J. Bispham, Chair

Attest:

John E. Hall, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this twenty-eighth day of July 2026, by Paul J. Bispham and John E. Hall, Chair and Secretary, respectively, of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the corporation. They are personally known to me.

WITNESS my hand and official seal on this twenty-eighth day of July 2026.

Notary Public
State of Florida at Large
My Commission Expires:

FINANCE/OUTREACH & PLANNING COMMITTEE

July 28, 2026

Submit & File: Information Item: Office of Inspector General Quarterly Update – April 1, 2026 to June 30, 2026

Background and Purpose

In accordance with the Office of Inspector General Charter Governing Board Policy, the Inspector General is required, on a quarterly basis, to update the Committee regarding work and other matters.

Exhibit

Office of Inspector General Quarterly Update – April 1, 2026 to June 30, 2026

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Jack Bispham

Chair, Manatee

Ashley Bell Barnett

Vice Chair, Polk

John E. Hall

Secretary, Polk

Dustin Rowland

Treasurer, Pasco

John R. Mitten

Former Chair, Hernando, Marion

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Michelle Williamson

Former Chair, Hillsborough

Brian Aungst Jr.

Pinellas

Josh Gamblin

DeSoto, Hardee, Highlands

James Holton

Pinellas

Robert Stern

Hillsborough

Jim Turner

Charlotte, Sarasota

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

July 28, 2026

MEMORANDUM

TO: Finance/Outreach & Planning Committee
Remaining Governing Board members

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update 4/1/26 – 6/30/26

The purpose of this memo is to satisfy the Office of Inspector General (OIG) Charter Governing Board Policy regarding updates with the Finance/Outreach and Planning Committee.

I am pleased to provide you the most recent quarterly update. During the quarter ending June 30, 2026:

- The IG quarterly update for the quarter ending March 31, 2026 was submitted to the Governing Board on April 28, 2026.
- A District check dated 9/26/23 in the amount of \$15,880 was sent to the University of Florida (UF) that UF claims was not deposited into its account. On May 21, 2026, UF provided a signed attestation that the check was not received, was not deposited into a UF account, and the endorsement on the check appeared to be unauthorized. OIG performed a review that consisted of inquiries of District staff, UF personal, and the bank; review of subsequent checks made payable to UF; review of the endorsement, and other procedures. UF confirmed they did not recognize the endorser's name as a UF employee, contractor, or contractor employee. In addition, UF confirmed they are not aware of any additional checks made payable to them that were not deposited into a UF bank account. Based upon the work performed, it would appear the unauthorized endorsement on District checks made payable to UF is an isolated incident. The OIG has notified the Chief Audit Executive at UF to make him aware of this incident. The OIG has provided the District with recommendations, including reporting this case to the relevant authorities. In addition, the bank is performing its own investigation which can take up to one year to complete.
- The OIG received requests from the District to review reports, policies, procedures, and other information. A review typically will provide a recommendation from the OIG for the requestor's consideration. Reviews can also be OIG initiated projects. During the quarter ending June 30, 2026, the OIG initiated 8 reviews.
- The Office of Program Policy Analysis and Government Accountability (OPPAGA) is performing a review over the District's permit process. This review is being performed statewide and includes other water management districts, the Florida Department of Environmental Protection, and the Florida Department of Transportation. To date, there have been no findings or recommendations made by OPPAGA.

- The United States Government Accountability Office (GAO) is performing a study on ways the United States Army Corp of Engineers could help the District to enhance the climate resilience of the Tampa Bypass Canal. To date, the study is ongoing.
- As noted in the previous quarter, the State of Florida Auditor General's office provided their engagement letter for their operational audit of the District for the period of October 1, 2024 – March 31, 2026 on March 31, 2026. The audit is ongoing.
- As previously noted during the previous quarterly OIG update, the District is verifying the amount of interest earned by Basin Boundary and confirming whether approved projects within the basin were sufficient to account for those earnings for the period FY2012 through FY2024. The District has indicated the monthly cash balances, the monthly weighted average yield for all cash, and each basin's monthly percentage of the total cash for the specified fiscal years has been gathered and the District is in the process of evaluating the most effective method for calculating the earnings attributable to each basin.
- The OIG Charter is required to be reviewed annually. There are no proposed changes at this time.

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Office of Inspector General Performance Measures		
<i>Performance Measures – Non-Routine</i>	<i>Goal</i>	<i>Status Through 6/30/26</i>
Initiate the health, dental, and vision insurance audit.	Commence during FY 2026 and notify the Board by September 2026.	In progress.
Monitor the District's progress for the Auditor General audit recommendation over risk assessment and security plan and report back to the Board.	Submit to the Board by September 2026.	In progress.
Monitor the District's progress for the IG's audit recommendation over cybersecurity and report back to the Board.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the water incentives supporting efficiency (WISE) investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to prescribed burn communications investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the maintenance of fleet investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the employee reimbursements audit recommendations.	Submit to the Board by September 2026.	In progress.
Monitor the Office of Program Policy Analysis and Government Accountability (OPPAGA) and the U.S. Government Accountability Office (GAO) projects and report back to the Board.	Submit to the Board by September 2026.	Open.
<i>Performance Measures - Routine</i>	<i>Goal</i>	<i>Status Through 6/30/26</i>
Risk assessment and audit plan.	Submit to the Board by January 2026.	Completed.
Inspector General FY 2026 Annual Report.	Submit to the Board September 2026.	Open.
Updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end.	3 updates completed.

FINANCE/OUTREACH & PLANNING COMMITTEE

July 28, 2026

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of June 2026.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of June 2026.

Exhibit

Budget Transfer Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
June 2026

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Change from Original Budget Intent</u>					
1	Natural Systems & Restoration Consultant Services	Data Collection Equipment - Outside	Transfer of funds originally budgeted for consultant services to support the development of estuarine minimum flows and levels (MFLs). Consultant services required in support of MFLs for the estuarine systems is less than originally anticipated this fiscal year. Funds are required to replace geophysical probes used with the Quality of Water Improvement Program's (QWIP) geophysical logging unit which were inadvertently lodged in a well.		\$ 24,575.00
Total Change from Original Budget Intent					\$ 24,575.00
<u>Consistent with Original Budget Intent</u>					
1	Water Resources Books, Subscriptions and Data	Information Technology Cloud Software Usage Fees	Funds are needed for the original budgeted purpose for data to support the District's tourist population projections and estimates across all 16 counties. Access to the data now requires a cloud-based software subscription. The funds are being transferred to the Information Technology Bureau to align with how the District accounts for cloud software subscriptions.		\$ 8,580.00
2	Operations Contracted Construction	Operations Rental of Other Equipment District Land Maint Materials	Funds are needed for the original budgeted purpose to address impairments resulting from the 2024 hurricanes. The funds are being transferred for the appropriate accounting of activities performed in-house by staff that were originally planned to be outsourced, such as the main grade road repair at Green Swamp East.		584,000.00
3	Engineering and Project Management Consultant Services	Engineering and Project Management Capitalized - Consultant Services	Funds are needed for the original budgeted purpose for engineering services associated with projects identified in the District's Capital Improvements Plan for District-owned water control structures. The funds are being transferred for the appropriate accounting of design services for the Flint Creek Water Control Structure Replacement.		146,065.73
4	Engineering and Project Management Consultant Services	Engineering and Project Management Consultant Services	Funds are needed for the original budgeted purpose for engineering services associated with projects identified in the District's Capital Improvements Plan for District-owned water control structures. The funds are required for construction engineering and inspection services in addition to the \$75,000 budgeted for the Medard toe drain repairs.		789.92
Total Consistent with Original Budget Intent					\$ 739,435.65
Total Amount Transferred					\$ 764,010.65

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

Governing Board Meeting
July 28, 2026

4. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

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4.4	Discussion: Action Item: Offer for Surplus Lands – Green Swamp East SWF 10-200-1314S (GSE-8) (Polk County)	115
4.5	Discussion: Action Item: Offer for Surplus Lands – Lake Hancock (LH-1), SWF Parcel No. 20-503-251S (Polk County)	126
4.6	Submit & File: Information Item: FY 2026 Land Management Review Summary	140

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

July 28, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring Division

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

July 28, 2026

Discussion: Information Item: Knowledge Management – Land Management Governing Board Policy

Purpose

To provide updates to the Land Management Governing Board Policy as part of the District's Knowledge Management process.

Background/History

The Land Management Governing Board Policy and Florida Statutes govern the use and management of District conservation lands. Florida Statutes and District Policy direct that lands titled to the District be managed for the protection of water resources and natural systems through the application of effective, efficient, and fiscally responsible land management practices. The Florida Legislature authorized the District's Governing Board to acquire fee or less-than-fee title to lands that the Governing Board deems important for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, and preservation of wetlands, streams, and lakes. District lands support all four Areas of Responsibility, including Water Supply, Flood Protection, Natural Systems and Water Quality.

Pursuant to Section 373.1391, F.S., lands titled to the District should be managed and maintained, to the extent practicable, in such a way as to ensure a balance between public access, general public recreational purposes, and the restoration and protection of their natural state and condition. In order to ensure that lands are managed per Section 373.1391, F.S. the Governing Board approves Land Management Plans that outline management activities and compatible uses on these lands consistent with the conservation purposes for which the lands were acquired.

This Policy was formerly titled the Land Use and Management Policy and has been updated to better reflect the organization and administration of land management within the District and to be more consistent with the District's Strategic Plan.

The revisions are outlined in Exhibit 1 for your review. These revisions will be presented to the Governing Board for consideration in a subsequent meeting for final approval.

Strategic Plan

This item supports the Core Business Process of Land Management and the Natural Systems Strategic Initiative for Conservation and Restoration as part of the District's Strategic Plan.

Exhibits

Exhibit 1 – Land Management Policy Clean

Exhibit 2 – Land Management Policy Redline

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Allen Milligan, Project Manager, Land Resources Bureau

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Land Management

Document Owner: Land Resources Bureau Chief

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 2/24/2015

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PURPOSE

This policy governs the use and management of District conservation lands. The District's conservation lands will be managed for the protection of water resources and natural systems through the application of effective, efficient and fiscally responsible land management practices. Such practices will address land uses, recreational access, resource protection, and the planning of these activities in accordance with Chapters 259 and 373, Florida Statutes (F.S.).

SCOPE

The mission of the District is to protect water resources, minimize flood risks, and ensure the public's water needs are met. This mission emphasizes four Areas of Responsibility (AORs): water supply, flood protection, water quality and natural systems.

The purposes and attributes for which District lands are acquired provide the foundation for designating the appropriate land use and management strategies on the lands. The Florida Legislature authorized the District Governing Board to acquire fee or less-than-fee title to lands that the Governing Board deems important for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, and preservation of wetlands, streams, and lakes.

Pursuant to Section 373.089(5)(c), F.S., all lands for which title vested in the District prior to July 1, 1999, were designated as having been acquired for conservation purposes. The Governing Board determines which lands acquired on or after July 1, 1999, will be designated as having been acquired for conservation purposes when the Board takes action to approve acquisition. If the protection, restoration and maintenance of the natural state and condition of the land is the best method for achieving the purposes of the acquisition, the Governing Board will designate

GOVERNING BOARD POLICY

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such lands as acquired for conservation purposes (conservation lands). However, the Governing Board recognizes that some lands acquired for water resource development projects or works of the District also have value for conservation purposes. Therefore, the Governing Board may designate some lands or portions of lands originally acquired for water resource development or works of the District as conservation lands when appropriate.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

STANDARDS

In addition to this policy, the use of District conservation lands is regulated by the District's Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.). The District will periodically review Chapter 40D-9, F.A.C., and revise or update the rules as necessary.

POLICY

Pursuant to Section 373.1391, F.S., lands titled to the District should be managed and maintained, to the extent practicable, in such a way as to ensure a balance between public access, general public recreational purposes, and the restoration and protection of their natural state and condition. In order to ensure that lands are managed per Section 373.1391, F.S., the Governing Board approves Land Management Plans that outline management activities and compatible uses on these lands consistent with the conservation purposes for which the lands were acquired. District lands are managed through the application of effective, efficient, and fiscally responsible land management practices to ensure the protection of water resources and natural systems.

The District's conservation lands are acquired in support of the District's four Areas of Responsibility.

- 1) Water Supply - To ensure an adequate water supply of the water resource for all existing and future reasonable and beneficial uses, while protecting and maintaining water resources and related natural systems.
- 2) Flood Protection -To minimize the potential for damage from floods by protecting and restoring the natural water storage and conveyance functions of flood prone areas, giving preference wherever possible to non-structural surface water management methods.
- 3) Water Quality -To protect water quality by preventing further degradation of the water resource and enhancing water quality where appropriate.
- 4) Natural Systems -To preserve, protect and restore natural systems in order to support their natural hydrologic and ecologic functions.

Management of Florida Forever and Preservation 2000 Lands

The District holds title to certain lands that were acquired using funds from the Florida Forever Act, found in Section 259.105, F.S., or the Preservation 2000 Act, found in Section 259.101, F.S. The District also holds title to certain lands acquired under funding sources prior to these programs. In these instances, the District adheres to appropriate management criteria and

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meets the statutory requirements outlined in the relevant legislation.

IMPLEMENTATION:

1) Land Management Plans

Land management plans will be developed for those lands acquired for, or designated for, conservation purposes when appropriate to make such a plan practical. The plans will link the uses and the management strategies to the protection of key water resource and natural systems attributes for which lands were acquired.

Land management plans will be presented to the Governing Board for final action to formalize the Governing Board's determination of the appropriate long-range use and management of each District property designated conservation lands. Amendments to existing plans must be presented to the Governing Board for final actions.

The Governing Board will review land management plans, at a minimum, every ten years as outlined in Section 259.032, F. S., or at intervals otherwise adopted in the individual plans. Staff may make recommendations to the Governing Board to amend the plans on a more frequent basis as circumstances, use, or management needs require. Additionally, land management plans on lands managed through cooperative agreements are subject to Governing Board review as outlined in the Policy titled Cooperative Land Management Agreements.

2) Land Management

It is the intent of the Governing Board to manage District conservation lands to ensure that the conservation purposes for which the lands were acquired are protected through the maintenance and restoration of natural systems. Land management activities on District conservation lands may include, but are not limited to, prescribed burning, invasive species control, natural systems restoration or enhancement, forest management, public access, and passive recreation. Implementation of such land management activities must be effectively and efficiently balanced to ensure that the District's conservation goals are met while continuing to meet the current and future needs of the public and local economies.

3) Resource Protection

It is the intent of the Governing Board to utilize multiple approaches in the protection of District conservation lands. Resource protection includes but is not limited to boundary protection, archaeological and cultural resource protection, site security, water resource protection, and infrastructure protection. Resource protection on District lands is achieved by adhering to the District's Land Use rules outlined in Florida Administrative Code Chapter 40D-9, as well as applicable Florida Statutes. These objectives are met through implementation of the following strategies:

- a) The evaluation and incorporation of land uses to ensure a balance between public access and the restoration and protection of the natural state and condition of the conservation lands.
- b) The evaluation and implementation of appropriate resource protection measures to protect the natural resources.
- c) The identification and protection of archaeological and cultural resources on District

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lands.

- d) Oversight and management of site security, signage, boundary establishment, infrastructure, and enforcement of the District's 40D-9 rules.

4) Land Uses

Public Recreation: consistent with Sections 373.1391 and 259.032, F.S. the Governing Board will consider existing recreational land use needs and opportunities on public lands in a regional context when determining the potential use of District conservation lands. The Governing Board recognizes that there is a growing demand for passive, natural resource-based recreation that can, in part, be accommodated on District conservation lands. The natural attributes of District conservation lands present an important and increasingly unique opportunity for the citizens of Florida to experience the rich natural heritage of the state. It is the intent of the Governing Board that District conservation recreational opportunities and management programs, to the extent practicable, are designed to satisfy regional needs for passive, natural resource dependent recreation. This approach entails encouraging the enjoyment and appreciation of the lands' natural attributes and employing the level of amenities and infrastructure necessary to promote access and education of the District's core mission.

It is the further intent of the Governing Board to make the District's conservation lands available to the public for a broad range of natural resource dependent recreational opportunities. Recreational uses on District conservation lands may include fishing, hunting, camping, bicycling, hiking, nature study, boating, horseback riding, diving, model hobbyist activities, birding, jogging and other related outdoor activities compatible with this policy and the conservation purposes for which the lands were acquired.

Non-Recreational Public Use: In accordance with Section 373.1391(5), F.S., the District's conservation lands may also be available for non-recreational land uses, which include but are not limited to, water resource development projects, water supply development projects, stormwater management projects, linear facilities, and sustainable agriculture and forestry.

District conservation lands may also be available for other non-recreational uses, which include but are not limited to scientific research, environmental education and environmental education facilities, when such uses are compatible with the conservation purposes for which the lands were acquired.

DISTRIBUTION

This Policy will be stored in the designated Governing Board Policy Repository.

REFERENCES

Chapter 373, Florida Statutes

Chapter 40D-9, Florida Administrative Code

REVIEW PERIOD

This Policy will be reviewed every five years.

GOVERNING BOARD POLICY**Title: Land Management****Effective Date: MM/DD/YYYY****Page 5 of 5****DOCUMENT DETAILS**

Document Name	Land Management
Formerly Known As	Land Use and Management
Document Type	Policy
Author(s)	Ellen Morrison
Reviewing Stakeholder(s)	N/A
Document Owner Name	Ellen Morrison
Document Owner Title	Land Resources Bureau Chief
Review Period (in days)	1,825
Span of Control	Governing Board
Supersedes Date	2/24/2015
Effective Date	MM/DD/YYYY

APPROVAL

Paul J. Bispham
Chair

Date

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Land ~~Use and~~ Management

Document Owner: ~~Ellen Morrison~~, Land Resources Bureau
Chief

Approved By: ~~Michelle Williamson~~, Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 2/24/2015

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PURPOSE

This policy governs the use and management of District conservation lands. The District's conservation lands will be managed for the protection of water resources and natural systems through the application of effective, efficient and fiscally responsible land management practices. Such practices will address land uses, recreational access, resource protection, and the planning of these activities in accordance with Chapters 259 and 373, Florida Statutes (F.S.).

SCOPE

The mission of the District is to ~~manage water and related natural resources to ensure their continued availability while maximizing the benefits to the public~~protect water resources, minimize flood risks, and ensure the public's water needs are met. This mission emphasizes four Areas of Responsibility (AORs): water supply, flood protection, water quality and natural systems.

The purposes and attributes for which District lands are acquired provide the foundation for designating the appropriate land use and management strategies on the lands. The Florida Legislature authorized the District Governing Board to acquire fee or less-than-fee title to lands that the Governing Board deems important for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, and preservation of wetlands, streams, and lakes. ~~The Legislature also provides funding for the District to participate in the acquisition, use and management of lands for the achievement of statewide natural systems and renewable resource protection goals.~~ Pursuant to ~~Subsection~~Section 373.089(5)(c), F.S., all lands for which title vested in the District prior to July 1, 1999, were designated as having been acquired for conservation purposes. The Governing

GOVERNING BOARD POLICY

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Board determines which lands acquired on or after July 1, 1999, will be designated as having been acquired for conservation purposes when the Board takes action to approve acquisition. If the protection, restoration and maintenance of the natural state and condition of the land is the best method for achieving the purposes of the acquisition, the Governing Board will designate such lands as acquired for conservation purposes (conservation lands). However, the Governing Board recognizes that some lands acquired for water resource development projects or works of the District also have value for conservation purposes. Therefore, the Governing Board may designate some lands or portions of lands originally acquired for water resource development or works of the District as conservation lands when appropriate. ~~Lands not designated by the Governing Board as conservation lands are not governed by this policy.~~

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

STANDARDS

~~Insert Standards here. What rules will apply to the content of this Policy?~~

In addition to this policy, the use of District conservation lands is regulated by the District's Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.). The District will periodically review Chapter 40D-9, F.A.C., and revise or update the rules as necessary.

POLICY

Pursuant to Section 373.1391, F.S., lands titled to the District should be managed and maintained, to the extent practicable, in such a way as to ensure a balance between public access, general public recreational purposes, and the restoration and protection of their natural state and condition. In order to ensure that lands are managed per Section 373.1391, F.S. the Governing Board approves Land Management Plans that outline management activities and compatible uses on these lands will achieve this balance by evaluating the compatibility of all land uses with consistent with the conservation purposes for which the lands were acquired. District lands are managed through the application of effective, efficient, and fiscally responsible land management practices to assure ensure the protection of water resources and natural systems.

The District's conservation lands are acquired in support of the District's four Areas of Responsibility for:

- 1) Water Supply —To ensure an adequate water supply of the water resource for all existing and future reasonable and beneficial uses, while protecting and maintaining water resources and related natural systems.
- 2) Flood Protection —To minimize the potential for damage from floods by protecting and restoring the natural water storage and conveyance functions of flood prone areas, giving preference wherever possible to non-structural surface water management methods.
- 3) Water Quality —To protect water quality by preventing further degradation of the water resource and enhancing water quality where appropriate.
- 4) Natural Systems —To preserve, protect and restore natural systems in order to support their natural hydrologic and ecologic functions.

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Management of Florida Forever and Preservation 2000 Lands

The District holds title to certain lands that were acquired using funds from the Florida Forever Act, found in Section 259.105, F.S., or the Preservation 2000 Act, found in Section 259.101, F.S. The District also holds title to certain lands acquired under funding sources prior to these programs. In these instances, the District adheres to appropriate management criteria and meets the statutory requirements outlined in the relevant legislation. The District shall follow the applicable statutory requirements specified in Chapter 259, F.S. for such lands.

IMPLEMENTATION:

1) Land ~~Use and~~ Management Plans

Land ~~use and~~ management plans will be developed for those lands acquired for, or designated for, conservation purposes when they are of sufficient size appropriate to make such a plan practical. The plans will link the uses and the management strategies to the protection of key water resource and natural systems attributes for which lands were acquired.

Land ~~use and~~ management plans will be presented to the Governing Board for final action to formalize the Governing Board's determination of the appropriate long-range use and management of each District property designated conservation lands. Amendments to existing plans or requests for uses that are inconsistent with an approved plan will also be presented to the Governing Board for final action. Any aAmendments to existing plans must be presented to the Governing Board for final actions.

The Governing Board will review land ~~use and~~ management plans, at a minimum, every ten years as outlined in Ch. Section 259.032, F. S., or at intervals otherwise adopted in the individual plans. Staff may make recommendations to the Governing Board to amend the plans on a more frequent basis as circumstances, use, or management needs require. Additionally, land management plans on lands managed through cooperative agreements are subject to Governing Board review as outlined in the Policy titled Cooperative Land Management Agreements.

2) Land Management

It is the intent of the Governing Board to manage District conservation lands to ensure that the conservation purposes for which the lands were acquired are protected through the maintenance and restoration of natural systems. Land management ~~and protection~~ activities on District conservation lands ~~may may~~ include, but are not limited to, prescribed burning, exoticsinvasive species control, natural systems restoration or enhancement, forest management, resource monitoring, public access, and passive recreation. wildfire suppression, public information programs, volunteer programs, cooperative management agreements, maintenance, security, timber management, cattle grazing, infrastructure establishment, production and sale of other land-based renewable resources and other land-based revenue generation opportunities. Implementation of such land management ~~and protection~~ activities must be effectively and efficiently balanced to ensure that the District's conservation goals are met while continuing to meet the current and future needs of the public and local economies.

GOVERNING BOARD POLICY

Title: Land ~~Use and~~ Management

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3) Resource Protection

It is the intent of the Governing Board to utilize multiple approaches in the protection of District conservation lands, ~~and the hydrological, natural, and cultural features found on these lands.~~ Resource protection includes but is not limited to boundary protection, archaeological and cultural resource protection, site security, water resource protection, and infrastructure protection. Resource protection on District lands is achieved by adhering to the District's Land Use rules outlined in Florida Administrative Code Chapter 40D-9, as well as applicable Florida Statutes. These objectives are met through implementation of the following strategies: Approaches will be evaluated and guided by the following principles:

- ~~An assessment of the restoration and maintenance needs of each of the District's conservation lands to ensure the implementation of appropriate management strategies;~~
 - a) The evaluation and incorporation of land uses to ensure a balance between public access and the restoration and protection of the natural state and condition of the conservation lands; ~~and,~~
 - b) The evaluation and implementation of appropriate resource protection measures to protect the natural resources.
 - c) The identification and protection of archaeological and cultural resources on District lands.
 - d) Oversight and management of site security, signage, boundary establishment, infrastructure, and enforcement of the District's 40D-9 rules.

4) Land Uses

Public Recreation: ~~consistent with Ch. Sections 373.1391, F.S. and Ch. 259.032, F.S.~~ ~~The~~ Governing Board will consider existing recreational land use needs and opportunities on public lands in a regional context when determining the potential use of District conservation lands. The Governing Board recognizes that there is a growing demand for passive, natural resource-~~dependent based~~ recreation that can, in part, be accommodated on District conservation lands. The natural attributes of District conservation lands present an important and increasingly unique opportunity for the citizens of Florida to experience the rich natural heritage of the state. It is the intent of the Governing Board that District conservation ~~land use~~ recreational opportunities and management programs, to the extent practicable, are designed to satisfy regional needs for passive, natural resource dependent recreation. This approach entails encouraging the enjoyment and appreciation of the lands' natural attributes and employing the level of amenities and infrastructure necessary to promote access and education of the District's core mission.

It is the further intent of the Governing Board to make the District's conservation lands available to the public for a broad range of natural resource dependent recreational opportunities. Recreational uses on District conservation lands may include fishing, hunting, camping, bicycling, hiking, nature study, swimming, boating, canoeing, horseback riding, diving, model hobbyist activities, birding, sailing, jogging and other related outdoor activities compatible with this policy and the conservation purposes for which the lands were acquired.

Non-Recreational Public Use: In accordance with ~~Subsection~~ Section 373.1391(5), F.S.,

GOVERNING BOARD POLICY

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the District's conservation lands may also be available for non-recreational land uses, which include but are not limited to, water resource development projects, water supply development projects, stormwater management projects, linear facilities, and sustainable agriculture and forestry.

District conservation lands may also be available for other non-recreational uses, which include but are not limited to scientific research, environmental education and environmental education facilities, when such uses are compatible with the conservation purposes for which the lands were acquired.

~~In addition to this policy, the use of District conservation lands is regulated by the District's Land Use Rules, Chapter 400-9, Florida Administrative Code (F.A.C.). The District will periodically review Chapter 400-9, F.A.C. and revise or update the rules as necessary~~

DISTRIBUTION

This Policy will be stored in the designated Governing Board Policy Repository.

REFERENCES

~~Section 286.011, Florida Statutes (Government in the Sunshine Law Robert's Rules of Order Newly Revised, Eleventh Twelfth Edition (20112020); Chapter 373, Florida Statutes Chapter 40D-9, Florida Administrative Code~~

REVIEW PERIOD

This Policy will be reviewed every ~~three~~ five years.

GOVERNING BOARD POLICY

Title: Land ~~Use and~~ Management

Effective Date: MM/DD/YYYY

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DOCUMENT DETAILS

Document Name	Land Management
Formerly Known As	N/A Land Use and Management
Document Type	Policy
Author(s)	Ellen Morrison
Reviewing Stakeholder(s)	N/A
Document Owner Name	Ellen Morrison
Document Owner Title	Land Resources Bureau Chief
Review Period (in days)	1,825
Span of Control	Governing Board
Supersedes Date	6/8/20052/24/2015
Effective Date	MM/DD/YYYY

APPROVAL

~~Michelle Williamson~~[Paul J. Bispham](#)
Chair

Date

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

July 28, 2026

Discussion: Information Item: Hydrologic Conditions Report

- June is the first month of the four-month wet season (June through September). Rainfall was sparse, scattered, regionally variable, and associated with a high-pressure ridge that pushed much of the rainfall into the eastern Florida peninsula.
- **Rainfall:** Regional rainfall totals (June 1–30) were below normal in all three regions of the District. The Districtwide 12-month cumulative rainfall deficit declined, ending the month at a monthly deficit of 15.00 inches below the long-term historical average.
- **Streamflow:** Regional streamflow increased at 6 of 12 monitoring stations, while decreasing at 6 stations, compared to last month. Five stations reported much-below-normal flow, while four reported below-normal flow and three reported normal flow. Regional streamflow, based on three index rivers, was below normal in the northern and central counties, while much below normal in the southern counties.
- **Groundwater:** Regional aquifer-level percentiles decreased in all three regions of the District, compared to last month. Regional aquifer-level percentiles ended the month within the normal range in the central and southern regions, while in the below-normal range in the northern region.
- **Lake Levels:** Regional lake levels declined in all four lake regions, compared to last month. Average lake levels ended the month below normal in the Northern, Tampa Bay, Polk Uplands and Lake Wales Ridge regions.
- **Overall:** Rainfall for June was less-than-expected and regional hydrologic indicator responses generally declined due to the spatial variability of the rainfall and areas of lingering dry conditions. The National Oceanic and Atmospheric Administration (NOAA) predicts equal chances for normal or above/below-normal rainfall from July through September. Consistent above average rainfall will be needed to improve overall hydrologic conditions.

Strategic Plan

District's Strategic Plan Water Resources Planning and Monitoring Core Business Process.

Exhibits

None.

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**July 28, 2026****Discussion: Action Item: Offer for Surplus Lands – Green Swamp East SWF 10-200-1314S (GSE-8) (Polk County)***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase, included as Exhibit 1, for a surplus parcel identified as GSE-8. A general location map and site map are attached as Exhibits 2 and 3, respectively.

Background

The Green Swamp Region consists of approximately 870 square miles of which almost one half has been protected through public ownership and conservation easements. The Green Swamp is a unique and critical natural asset with statewide significance. The water and natural resource values of the Green Swamp have made it a high priority for protection through public acquisition by the District, State and local governments.

The GSE-8 parcel is approximately 5 acres and is comprised of a portion of two District parcels: SWF 10-200-138 and SWF 10-200-133. These parcels were acquired in 1975 and 1976, respectively. Due to management inefficiencies, including difficulty to maintain security and apply prescribed fire, GSE-8 was declared surplus in August 2023. The subject parcels are on the southeastern periphery of the core Green Swamp East tract and, due to their proximity to Rock Ridge Road and surrounding privately owned lands including inholdings, have inherent management challenges that are not consistent with the District's Land Management approach.

The District received an offer to purchase the GSE-8 parcel from adjacent owners, Mark Harrell and Bryson Harrell, for \$23,000. The offer reflects a price of approximately \$4,600 per acre for approximately 5 acres. Pursuant to Florida Statutes, this parcel was advertised in a local newspaper on April 24, 2026.

Appraisal and Price

The GSE-8 Parcel was appraised on March 11, 2026, for \$20,000 by Mancuso Appraisal Services, Inc., Nicholas Mancuso, MAI. As part of the appraisal, District staff were interviewed to discuss the Contract for Purchase and Sale, market activity related to this property, and the independently considered market conditions affecting the value of the property. The highest and best use for the property is for either pasture or recreation use with no potential for development unless combined with an adjacent property to meet minimum acreage requirements for development of 20 acres per one dwelling unit. A land sales comparison and adjustment chart from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$23,000	\$4,600
Appraised Value	\$20,000	\$4,000
Listing Price	N/A	N/A

The Buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes, the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on, or under the property. The current offer being presented to the Governing Board is above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$1,150 with a closing to occur no more than sixty (60) days after the effective date of the Contract for Sale and Purchase.
- The Buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission.

Strategic Plan

This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits

Exhibit 1 – Contract for Sale and Purchase

Exhibit 2 – Location Map

Exhibit 3 – Site Map

Exhibit 4 – Land Sales Comparison and Adjustment Chart

Staff Recommendation:

- Accept the offer of \$23,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Mike Singer, Real Estate Services Manager, Land Resources Bureau

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 2026, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and Mark Harrell and Bryson Harrell having an address of 16861 Rock Ridge Road, Polk City, Florida 33868 ("Buyer"), as follows:

1. **AGREEMENT TO SELL**: The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").
2. **TIME FOR ACCEPTANCE**: Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Seventy-Five (75) days after such execution by Buyer. If this Contract is not executed by the District on or before Seventy-Five (75) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.
3. **EFFECTIVE DATE**: The effective date of this contract shall be the date of execution by the District.
4. **APPROVAL**: This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
5. **PURCHASE PRICE**: The total purchase price for the Property shall be Twenty-Three Thousand dollars (\$23,000), which shall be paid in the following manner:
 - a. **Deposit**: Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 11 of this Contract the District shall return the Deposit to the Buyer.
 - b. **Balance**: The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION**: This Contract shall be closed no later than Sixty (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:
 - a. **Time and Place**: The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase
Parcel Name: GSE-8
SWF Parcel No.: 10-200-1314S

Revised 6/8/2018

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company, Inc., having an address of 37837 Meridian Ave., Suite 100, Dade City, Florida 33525 as the escrow agent for closing. The Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

10. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.

11. **DEFAULT:** If Buyer fails to close within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract.

12. **ATTORNEYS' FEES AND COSTS**: In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

13. **NOTICES**: All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

14. **SUCCESSORS**: Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

15. **RECORDING**: Neither this Contract nor any notice of it may be recorded in any county by any person.

16. **ASSIGNMENT**: This Contract shall not be assigned by Buyer without the prior written consent of the District.

17. **TIME OF ESSENCE**: Time is of the essence in the performance of this Contract.

18. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

19. **SURVIVAL**: Paragraphs 6c, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.

20. **ELECTRONIC/FACIMILE SIGNATURE**: The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

21. **MINERAL RIGHTS**: The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

22. **DOCUMENTS:** The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Draft

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:

**Southwest Florida Water Management
District, a public corporation of the
State of Florida**

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By: Bryson Harrell
(Signature)

Print Name: Bryson Harrell

Title: _____

Date: 5/10/26

By: Mark Harrell
(Signature)

Print Name: Mark Harrell

Title: _____

Date: 5/10/26

EXHIBIT A – LEGAL DESCRIPTION

A portion of SWF Parcel No. 10-200-133.6

That portion of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of SECTION 17, TOWNSHIP 25 SOUTH, RANGE 24 EAST, Polk County, Florida. Described as follows: Commence at the Southeast corner of said SECTION 17; Run thence N89°52'58"W, along the South line of SECTION 17, a distance of 2072.42 feet to the Southwest corner of the aforesaid East 1/2 of the Southwest 1/4 of the Southeast 1/4; Thence N00°46'38"E, along the West line of said East 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 460.76 feet to a point on the Northerly margin of Rock Ridge Road and the POINT OF BEGINNING; Thence continue N00°46'38"E, along said line a distance of 511.18 feet; Thence S39°52'27"E, a distance of 431.53 feet to the West line of the East 408 feet of said East 1/2 of the Southwest 1/4 of the Southeast 1/4; Thence S00°37'46"W, along said West line a distance of 142.55 feet to a point on the Northerly margin of Rock Ridge Road; Thence S82°26'37"W, along the Northerly margin of Rock Ridge Road, a distance of 284.49 feet to the POINT OF BEGINNING.

Containing 2.11 Acres more or less.

Together With:

A portion of SWF Parcel No. 10-200-138

Commence at the NW corner of the W 1/2 of the W 1/2 of the SE 1/4 of said Section 17 and run thence S00°55'30" W, along the West line of said W 1/2 of the W 1/2 of the SE 1/4, a distance of 1260.15 feet; thence S89°57'19" E, a distance of 343.78 feet; thence S 00°51'04" W, a distance of 80.00 feet to the Point of Beginning; thence continue S 00°51'04" W, a distance of 460.00 feet; thence N 89°53'01" E, a distance of 344.49 feet; thence N 00°46'38" E, a distance of 250.00 feet; thence N 58°27'57" W, a distance of 400.14 feet to the Point of Beginning.

Containing 2.80 Acres, more or less.

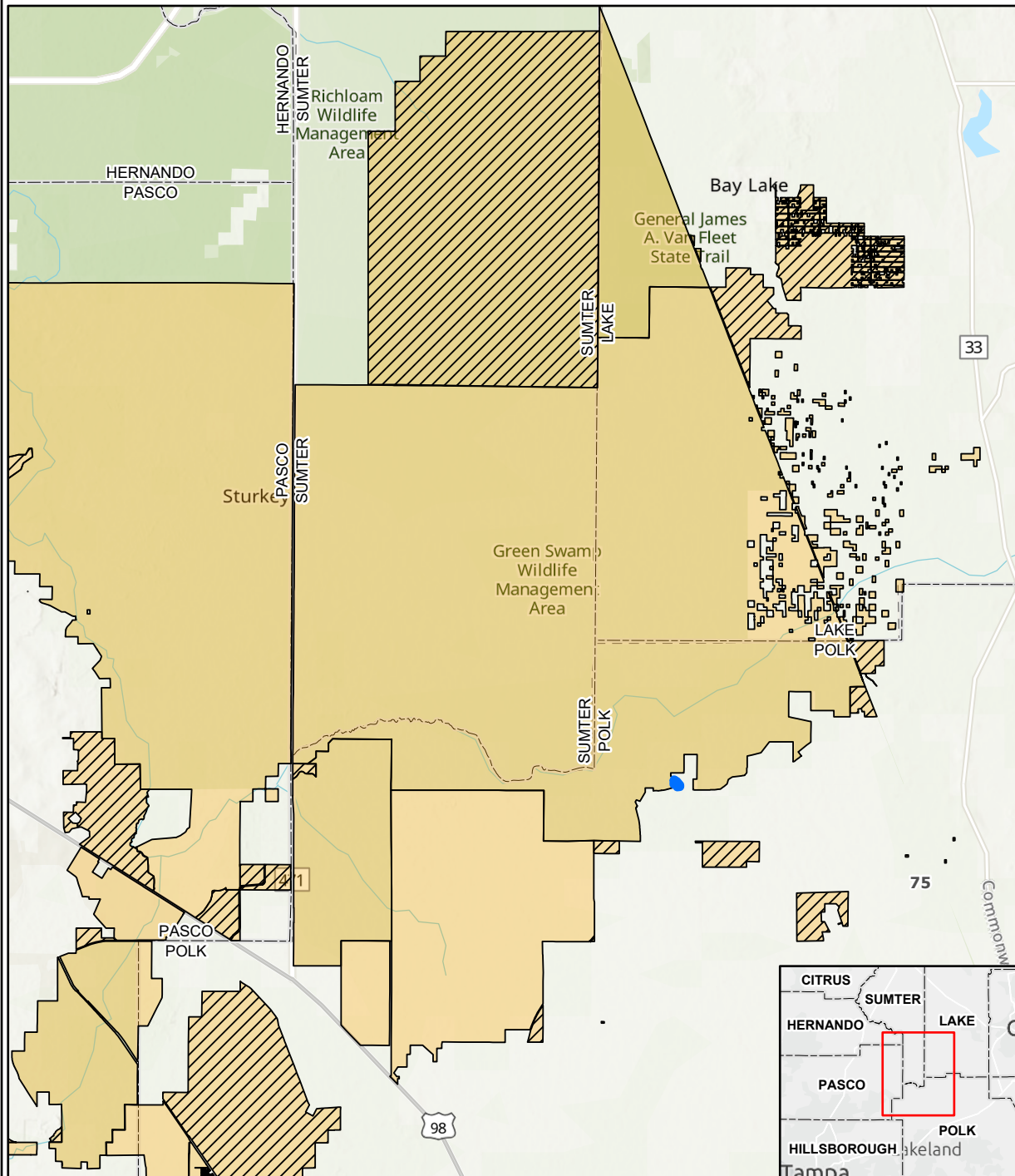
Total Acreage 4.9 Acres more or less.

Approved for use by the Survey Section 09-24-2025, W.O. 25-2138.

Contract for Sale and Purchase
Parcel Name: GSE-8
SWF Parcel No.: 10-200-1314S

Revised 6/8/2018

Exhibit 2
Green Swamp Wilderness Preserve - East Tract
SWF Parcel No. 10-200-1314S, Surplus ID GSE-8 Location Map



Esri, CGIAR, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

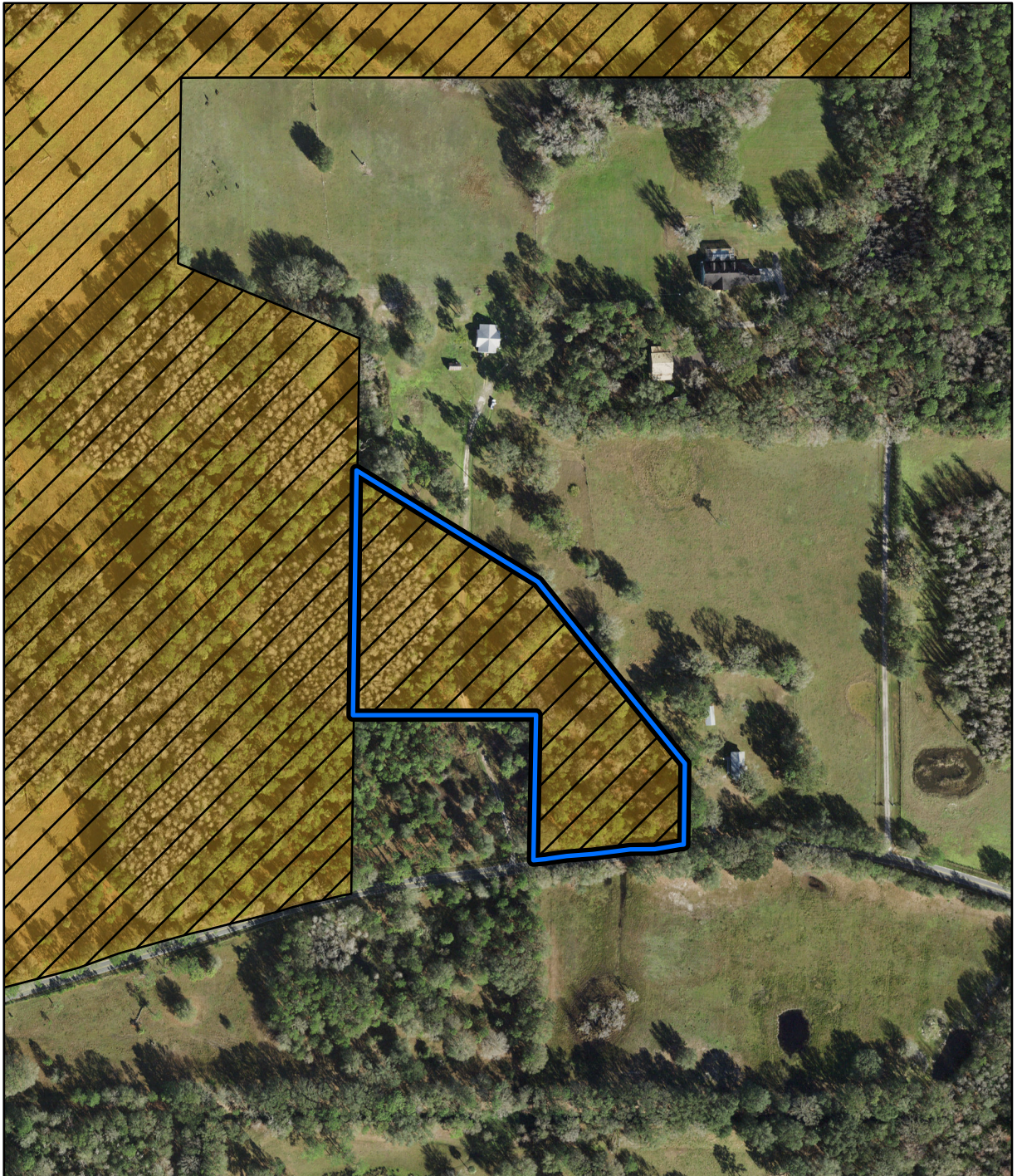
- SWF Parcel No. 10-200-1314S (GSE-8)
- District Owned Lands Fee Simple
- District Owned Land Easements

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Miles



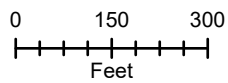
Southwest Florida
Water Management District

Exhibit 3
Green Swamp Wilderness Preserve - East Tract
SWF Parcel No. 10-200-1314S, Surplus ID GSE-8 Site Map



Southwest Florida Water Management District

- SWF Parcel No. 10-200-1314S (GSE-8)
- District Owned Lands Fee Simple



Southwest Florida
 Water Management District

Exhibit 4

Sales Discussion and Comparison:

The three comparable sales utilized indicate a range of unadjusted unit prices from \$3,250 to \$4,444 per gross acre and the sizes of the sales ranged from 2.0 to 5.31 gross acres.

LAND SALES COMPARISON AND ADJUSTMENT CHART

SALE NO.	Subject	Land Sale 1	Land Sale 2	Land Sale 3
Location:	N/s Rockridge Rd	W. of Sweet Hill Road	North and south sides of Water Rd	Located on North side of Rockridge Rd at the terminus of Stalvey Road
City	Lakeland	Polk City	Clermont	Lakeland
County	Polk	Polk	Lake	Polk
Date of Sale		Feb-23	Aug-23	Jul-25
Sales Price		\$6,500	\$20,000	\$10,000
Total Acres	4.91± acres	2.0 ac	5.31± acres	2.25± acres
% of Upland Acres	88%	100%	81%	100%
Zoning/FLU	Core Conserv. GS	Core-X	Ag/ Core GS	Core Conserv GS
Utilities	None	None	None	None
Road Frontage	Rockridge Road	None	None	Rockridge Rd
\$ / Gross Acre		\$3,250	\$3,766	\$4,444
Adjustments:				
Property Rights Conveyed		Similar	Similar	Similar
Financing		Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar
Market Conditions		Similar	Similar	Similar
Physical Adjustments:				
Location		Similar	Similar	Similar
Access / Frontage		Much Inferior	Inferior	Similar
Size		Smaller	Similar	Smaller
Upland Percentage		Similar	Slightly Inferior	Similar
Aesthetics/ Appeal		Similar	Inferior	Similar
Utilities		Similar	Similar	Similar
Zoning/FLU		Similar	Similar	Similar
Net Adjustment		Inferior	Inferior	Slightly Superior
\$ / Gross Acre		\$3,250	\$3,766	\$4,444

Transactional adjustments were considered for each sale based on property rights conveyed, financing, conditions of sale and market conditions.

All three sales are considered arms-length transactions. All three sales were either cash or cash to seller via third party financing. All three comparable sales took place within a time period whereby market conditions are felt to have been relatively stable.

All three sales were considered similar to the subject in terms of property rights; thus no adjustment was warranted.

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

July 28, 2026

Discussion: Action Item: Offer for Surplus Lands – Lake Hancock (LH-1), SWF Parcel No. 20-503-251S (Polk County)

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1 for surplus parcel identified as LH-1. The District received an offer to purchase the LH-1 parcel from Mark Hulbert for \$7,100,000.00. The offer reflects a price of approximately \$92,208.00 per acre for approximately 77 acres. Location and site maps are attached as Exhibits 2 and 3, respectively.

Background

The LH-1 parcel, along with other parcels, was acquired for the Lake Hancock Lake Level Modification and Outfall Treatment System projects (Lake Hancock projects). The Lake Hancock projects are necessary to enhance minimum flows established for the Upper Peace River; provide aquifer recharge; restore historic levels of Lake Hancock; enhance the floodplain and wetlands around Lake Hancock; and reduce nitrogen loading, thereby improving water quality in the Peace River and Charlotte Harbor watershed.

In July 2013, the Governing Board determined that the 77-acre parcel was no longer needed to support District operational or conservation needs associated with the Lake Hancock projects. As a result, the Board designated the property as surplus. This action allowed the parcel to be marketed and sold in line with District policies and procedures.

Appraisal and Price

The LH-1 parcel was appraised on December 1, 2025, for \$7,000,000 by BBG Real Estate Services, Kyle Catlett, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and he independently considered market conditions affecting the value of the property. The highest and best use for the property is for a mixed-use development having single-family and multi-family residential use along with some commercial uses along the northern US Highway 98 road frontage. A comparable sales adjustment grid and analysis from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$7, 100,000	\$92, 208
Appraised Value	\$7, 000, 000	\$90, 909
Listing Price	\$7, 500, 000	\$97, 403

The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property. The current offer being presented to the Governing Board is above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$355,000.
- The Buyer may assign the Contract to a related entity but not released from liability.
- Due Diligence Period will be 150 days from Effective Date.
- Buyer's deposit (\$355,000) will become non-refundable upon the expiration of Due Diligence Period, except in the event of Seller default.
- Closing Date to be thirty (30) days after expiration of Due Diligence Period.
- The Buyer may have the option to extend the Closing Date by sixty (60) days up to a maximum of three (3) times.
- The Buyer will pay the real estate commission of \$384,000 to Saunders Real Estate.
- The Buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission.

Strategic Plan

This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits

Exhibit 1 – Contract for Sale and Purchase

Exhibit 2 – Location Map

Exhibit 3 – Site Map

Exhibit 4 – Comparable Sales Adjustment Grids and Analysis

Staff Recommendation:

- Accept the offer of \$7,100,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this _____ day of, 20____, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (District), and Mark Hulbert, having an address of PO BOX 6254 LAKE LAND FL 33807-6254 (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for Sixty (60) days after such execution by Buyer. If this Contract is not executed by the District on or before Sixty (60) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE:** The effective date of this Contract will be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property will be Seven Million One Hundred Thousand dollars (\$7,100,000), which will be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.
 - b. **Balance:** The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract will be closed no later than One Hundred Eighty (180) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase
Parcel Name: LH-1A
SWF Parcel No.: 20-503-251S

Revised 3/1/2021

Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place**: The date, time and place of closing will be set by the District.
- b. **Conveyance**: At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.
- c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying Saunders Real Estate in the amount of Three Hundred Eighty Four Thousand dollars (\$ 384,000), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate			
Purchase Price for the Property			Maximum Rate
The first	\$ 0	- \$ 1,000,000	6.0%
The next	\$ 1,000,001	- \$ 5,000,000	5.0%
The next	\$ 5,000,000 and over		4.0%

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:**

Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

Contract for Sale and Purchase
Parcel Name: LH-1A
SWF Parcel No.: 20-503-251S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within One Hundred Fifty (150) days from the effective date of this Contract (Due Diligence Period).
- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
 - b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
 - c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.
10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.
11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.
12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in

Contract for Sale and Purchase
Parcel Name: LH-1A
SWF Parcel No.: 20-503-251S

Revised 3/1/2021

the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS**: If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT**: If Buyer fails to close within Three Hundred Sixty (360) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Three Hundred Sixty (360) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS**: Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES**: All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

17. **SUCCESSORS**: Upon execution of this Contract by Buyer, this Contract will be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING**: Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT**: This Contract may not be assigned by Buyer without the prior written consent of the District.

20. **TIME OF ESSENCE**: Time is of the essence in the performance of this Contract.

21. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of

Contract for Sale and Purchase
Parcel Name: LH-1A
SWF Parcel No.: 20-503-251S

Revised 3/1/2021

the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **DOCUMENTS**: The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

DISTRICT:
Southwest Florida Water Management District, a public corporation of the State of Florida

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

Matthew Johnson

dotloop verified
06/29/26 11:31 AM EDT
PQNM-1RW9-1WLH-7AMF

Witness

Matthew Jonson

Printed Name

By

Mark Hulbert

dotloop verified
06/30/26 11:08 AM EDT
2TAJ-ABL0-VG9B-NVTU

Name: Mark Hulbert

Title: President

Date: _____

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

Contract for Sale and Purchase
Parcel Name: LH-1A
SWF Parcel No.: 20-503-251S

Revised 3/1/2021

Exhibit "A"
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

Exhibit “B”
Southwest Florida Water
Management District Requirements
for Surplus Boundary Surveys

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:

THIS _____ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.

Addendum to Contract for Sale and
Purchase

Seller will make best efforts with Buyer in obtaining satisfactory access to the property, mainly by way of Farm Road and other existing access points. Buyer and Seller agree and understand that FDOT, the City of Lakeland, and other public and non-public entities are involved with obtaining satisfactory access to the property.

Buyer may assign this contract, but not be released from liability, to a related entity.

In the event Buyer has not obtained necessary government approvals (SWFWMD – Environmental Resource Permit, FDOT – Access and Drainage permit, FEMA - Conditional Letter of Map Revision, TECO – Encroachment Agreement, Bartow – Site Development Permit, FDEP - General Permit for Construction of Water Main Extensions, FDEP - Application to Construct Domestic Wastewater Collection/Transmission Systems) prior to the Closing date, Buyer may extend Closing Sixty (60) days up to three times.

At the expiration of the Due Diligence period, the Deposit shall become non-refundable, except in the event of Seller Default.

IN WITNESS HEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

Witness

Printed Name

Witness

Printed Name

Matthew Johnson

dotloop verified
06/29/26 11:31 AM EDT
X2XO-AORW-MIQA-GBXK

Witness

Matthew Johnson

Printed Name

DISTRICT:

**Southwest Florida Water Management
District, a public corporation of the
State of Florida**

By:

Name:

Title:

Date:

BUYER:

Mark Hulbert

dotloop verified
06/30/26 11:08 AM EDT
BXXW-P1GI-PBKM-ETOM

By

Name:

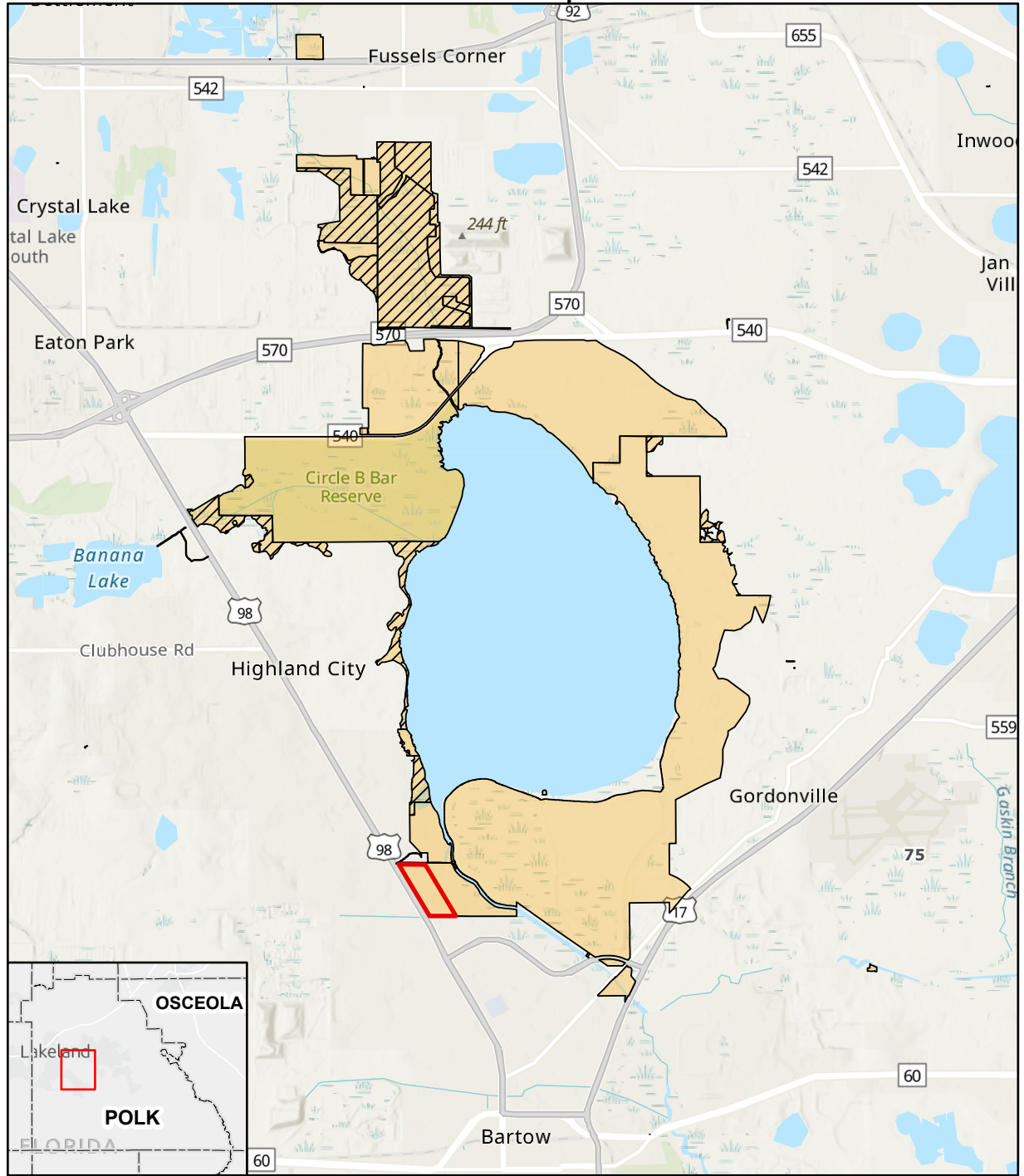
Title:

Date:

Mark Hulbert

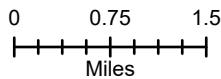
President

**Exhibit 2
Lake Hancock
SWF Parcel No. 20-503-251S, Surplus ID LH-1
Location Map**



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- SWF Parcel No. 20-503-251S
- District Owned Lands Fee Simple
- District Owned Land Easements



Southwest Florida
Water Management District

Exhibit 3
Lake Hancock
SWF Parcel No. 20-503-251S, Surplus ID LH-1
Site Map



Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- SWF Parcel No. 20-503-251S
- District Owned Lands Fee Simple
- District Owned Land Easements

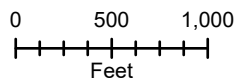


Exhibit 4

COMPARABLE SALES ADJUSTMENT GRIDS AND ANALYSIS

Each of the subject's development components have been analyzed independently using adjustment grids followed by narrative explanations of the process. Then the value of the entire property is reconciled at the end. The first component is the 15-acre commercial site in the northwest corner of the property.

COMMERCIAL COMPARABLE LAND SALE ADJUSTMENTS				
	Subject	Comp 1	Comp 2	Comp 3
Property / Location	Lake Hancock - Griffin Tract US Highway 98 Bartow, Florida	Trimak County Line Road 4350 County Line Road Lakeland, FL	Bartow Ford Assemblage Ernest M. Smith Boulevard Bartow, FL	Highway 60 West Industrial Land 1910 East State Road 60 Bartow, FL
Date of Sale / Status	---	Apr-24 Closed	Nov-23 Closed	Aug-22 Closed
Site Size (Net Acres)	15.00	19.76	46.81	12.16
Sale Price	-----	\$3,150,000	\$4,750,000	\$1,550,000
Unadjusted Price per Acre (Net)	-----	\$159,413	\$101,474	\$127,489
Transactional Adjustments				
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Financing Terms	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>
Conditions of Sale	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>
Market Conditions	<i>Dec-25</i>	<i>Apr-24</i>	<i>Nov-23</i>	<i>Aug-22</i>
Adjustment		5%	6%	10%
Adjusted Price per Acre (Net)		\$167,384	\$107,562	\$140,238
Property Adjustments				
Location	<i>Bartow</i>	<i>South Lakeland Slightly Superior</i>	<i>Bartow Similar</i>	<i>Bartow Similar</i>
Net Site Size (Ac)	<i>15.00</i>	<i>19.76 Similar</i>	<i>46.81 Inferior</i>	<i>12.16 Similar</i>
Zoning / Intended Use	<i>COM, Commercial</i>	<i>BPC-2, Busniess Park Center Superior</i>	<i>COM, Commercial Similar</i>	<i>IND, Industrial Superior</i>
Access / Visibility	<i>Primary highway, limited view & access</i>	<i>Primary highway, good view & access Superior</i>	<i>Secondary road, limited view & access Slightly Inferior</i>	<i>Primary road, good view & access Superior</i>
Utilities / Infrastructure	<i>All available in the area</i>	<i>All available in the area</i>	<i>All available in the area</i>	<i>All available in the area</i>
Topography	<i>Level and partially cleared, no wetlands</i>	<i>Level & cleared no wetlands Similar</i>	<i>Rolling & cleared minor wetlands Similar</i>	<i>Level & cleared no wetlands Similar</i>
Overall Comparison		Superior	Inferior	Superior

COMMERCIAL LAND ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**July 28, 2026****Submit & File: Information Item: FY 2026 Land Management Review Summary***Purpose*

Provide the Governing Board the results of the Land Management Reviews (Reviews) conducted this fiscal year on Flying Eagle Preserve, Lake Panasoffkee Preserve, and Little Manatee River Southfork Tract.

Background/History

Section 373.591, Florida Statutes, requires water management districts to establish land management review teams to conduct periodic management reviews to determine whether conservation, preservation, and recreation lands titled in the water management districts' names are being managed for the purposes for which they were acquired and in accordance with land management objectives. The Reviews are intended to invite peer reviews and comments regarding implementation and consistency of management activities consistent with the District's Land Management Plan for the tract.

Land Management staff conducted the Reviews during the month of April 2026. The Reviews included stakeholders from local, state, and federal agencies as well as non-governmental conservation organizations and private landowners. Participants included representatives from Florida Forest Service, Florida Fish and Wildlife Conservation Commission, Department of Environmental Protection – Division of Recreation and Parks, Southwest Florida Water Management District, Florida Native Plant Society, Audubon Society of Florida, Manatee County Environmental Lands, United States Fish and Wildlife Service, and private landowners.

The Reviews consisted of introductions and an overview of the properties followed by field tours of each property which included discussions of significant accomplishments, milestones achieved on each tract, management objectives, and management challenges. The Reviews concluded with a question-and-answer session along with a written evaluation form filled out by each participant representative. The evaluations specifically assessed Hydrological Management, Fire Management, Restoration and Natural Systems Maintenance, Forest Management, Imperiled Species Management, Invasive and Exotic Species Management, Infrastructure and Maintenance, Land Acquisition, Land Use and Recreation, Archaeological and Cultural Resources, and Security.

The participants found the District's Land Management activities to be in compliance with the respective Land Management Plan for each assessment criteria on the three properties being reviewed. The Land Management Review Reports are provided in Exhibits 1 through 3.

Benefits

Compliance with Florida Statutes and assurance that District conservation lands are being managed consistent with their respective Board-approved Land Management Plans.

Strategic Plan

This item supports the District's Strategic Initiative regarding Natural Systems; Conservation, Restoration, and Management.

Exhibits

Exhibit 1 – Flying Eagle Preserve LMR Report

Exhibit 2 – Lake Panasoffkee Preserve LMR Report

Exhibit 3 – Little Manatee River Southfork Tract LMR Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Chris Reed, Land Management Manager, Land Resources Bureau

Exhibit 1
**Flying Eagle Preserve
Land Management Review Report**

Land Management staff hosted an Interagency Land Management Review (Review) as required per Ch. 373.591 of the Florida Statute, on April 16, 2024, to assure that the Flying Eagle Preserve (Preserve) is being managed by the District as specified in the Land Management Plan (Plan) for the Preserve. The Review team ranked the District's management activities based on the goals and objectives outlined in the Plan. The Review team consisted of governmental and non-governmental organizations, as well as a local private landowner. The reviewers and the organizations that they represent are outlined below. The results of the review are also provided in this report.

Review Team organization and representing participants.	
Mark Fulkerson	SWFWMD
Paul Anderson	Private Landowner
Nancy Dwyer	FNPS
Charles Stuzzullo	FWC
Chris Raby	Fort Cooper State Park
Jon Hoch	Florida Forest Service

Exhibit 1
**Flying Eagle Preserve
Land Management Review Report**

RESOURCE PROTECTION AND MANAGEMENT					
Hydrologic Management					
Overall Hydrologic Conditions Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 - Continue to observe and assess water resources within the Preserve to ensure desired hydrologic function and develop restoration projects, as necessary.			6		
Objective 2 - Continue monitoring water quality and wetland conditions through the data collection network and periodic wetland assessments.			6		
Objective 3 - Protect water resources during management activities by continued implementation of Silvicultural and Agricultural Best Management Practices.			6		
Hydrologic Management/Water Supply Functions					
			Yes	No	In Progress
Objective 1 – Coordinate with TBW on mitigation projects within the wellfield to enhance hydrologic conditions in wetlands.			6		
Objective 2 – Maintain existing agreement with TBW for operation of the Starkey Wellfield for public water supply.			6		
Objective 3 – Perform interagency reviews on a schedule determined by the USDA to monitor the Shinn's Ditch restoration.			5		
Comments	- Land management staff do an excellent job managing the water resources components of the Flying Eagle Preserve to meet their goals. This includes phenomenal coordination with watershed management staff and structure operations personnel. - Thank you for your service and I am sorry for all the grief you get from the public. - SWFWMD making great efforts to hydrologically altered systems doing their best to return as closely as possible to historic hydrology of the site. - Good explanation of how the water control devices work. - Hydrology is an obvious priority and managed well.				

Exhibit 1
**Flying Eagle Preserve
Land Management Review Report**

Fire Management					
Overall Fire Management Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - Develop and implement an annual burn plan and apply prescribed fire according to the District's Fire Management Guidelines.			5		1
Objective 2 - Conduct majority of prescribed burns during the growing season to support development of native fire-dependent species and habitat function.			5		1
Objective 3 - Update and maintain a condition class database to track management activities on specific management units.			5		1
Objective 4 - Maintain perimeter firelines on an annual basis and establish strategic internal management lines supporting the seasonal needs of prescribed fire program.			6		
Comments	- Land management is fulfilling their goals related to fire management. There are many challenges burning vast wetland areas in the preserve but staff are doing a great job! - As with LP, so many challenges to burning. I just want to encourage you to continue to make it a priority – meaning every day, wake up and say “can we burn today?” Sometimes the weather window occurs at inconvenient times – weekends or holidays. Also request more help from cooperators (warm bodies). - Doing well burning basin marshes and difficult to burn areas such as scrub. - Burn zones looked great and the plan moving forward for burning the scrub is good. - Fire maintained communities appear in good condition and obvious serious consideration has been taken to effectively apply fire and maintain return materials.				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Restoration and Natural Systems Maintenance					
Overall Restoration / Natural Systems Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - Assess habitat conditions and develop restoration strategies to recover historic natural communities on previously altered sites targeting imperiled natural communities.			4		2
Objective 2 - Utilize information obtained from historic imagery, FNAI Natural Communities Mapping, and on-site investigations to implement site specific restoration projects that support the District's restoration goals.			5		1
Objective 3 – Prioritize the use of prescribed fire to maintain basin marsh and wet prairie natural communities in order to maintain habitat function and minimize encroachment of woody and undesirable species.			6		
Natural Systems Maintenance					
			Yes	No	In Progress
Objective 1 - Continue to maintain existing habitat enhancement projects over the long-term to achieve desired future conditions outlined in the FNAI Natural Community Guide.			3		2
Objective 2 - Evaluate and develop habitat enhancement projects to improve habitat function.			4		2
Objective 3 - Implement habitat management projects that support the improvement and development of native plant and animal communities, including imperiled species.			4		2
Comments	- Throughout the years, staff have done a great job restoring and maintaining natural system habitats in Flying Eagle Preserve. More work is needed, but I'm confident staff are up to the challenge. - You deal with a lot of challenges! Scrub is notoriously difficult to manage. Do whatever you can for the sandhill please. - Considerable work being done to recover natural function in altered systems.				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Forest Management					
Overall Forest Management Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 - <i>Manage the forest resources in accordance with the District's 10-Year Timber Management Plan and conduct timber harvests as scheduled.</i>			4		2
Objective 2 - <i>Evaluate and develop forest management projects to support specific restoration and enhancement objectives developed for the Preserve.</i>			4		2
Objective 3 - <i>Conduct annual inspections of forest resources for indication of disease, insect infestations, or damage from fire to promote forest health and sustainability.</i>			4		2
Comments	- Minimal silviculture and timber management resources on the preserve. Staff are doing a good job managing the forest landscapes that exist. - Not many pines to work with. - Not as applicable in this site but they are doing a great job. - Limited opportunity but always considered in management strategy.				

Exhibit 1
**Flying Eagle Preserve
Land Management Review Report**

Imperiled Species Management					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
				3	3
			Yes	No	In Progress
Objective 1 - <i>Implement land management strategies and techniques that support development of habitat required for known imperiled species.</i>			5		1
Objective 2 - <i>In cooperation with other agencies and partners, implement survey and monitoring protocol where feasible for imperiled species and identify strategies for their recovery.</i>			3		3
Objective 3 - <i>Work with other state agencies, conservation organizations, and landowners to maintain habitat connectivity.</i>			4		2
Comments	- Land management staff are fulfilling their goals related to imperiled species management. - I didn't hear of any programs to survey for, monitor or manage any imperiled species. Maybe that's FWC's jurisdiction. - Works well with FWC on species management. - While not the prime directive of water management I would like to see more emphasis on documenting what is on the site and not only a list of likely to occur species.				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Invasive Exotic Species Management					
Overall Exotic Species Management Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - <i>Implement the District's Invasive Plant Management Plan for the Preserve.</i>			5		1
Objective 2 - <i>Employ an EDRR methodology on new infestations identified in the Invasive Plant Management Plan.</i>			4		2
Objective 3 - <i>Implement the feral hog control plan and manage the feral hog population on the Preserve.</i>			6		
Comments	• Great job by your invasive species management team. Not many public lands have as few visible infestations. • Good job on hog removal and very little invasive plant seen on the tour. • Very good control of invasive species (plants) considering the amount of wetlands on site. The exotic species are well controlled. • Keep up the good work. • Excellent coordination between land management & invasive plant management sections. Staff routinely monitor the preserve for invasive species and take appropriate action when needed. Minimal invasive species on the preserve.				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Infrastructure and Maintenance					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 - Annually inspect and maintain roads and trails according to their designated maintenance schedule.			6		
Objective 2 - Monitor and maintain culverts, bridges and low water crossings to prevent adverse impacts on hydrology.			6		
Objective 3 - Periodically inspect boundary fencing and gates to assure adequate protection of District resources and repair as needed.			5		1
Comments	• Infrastructure in good condition and many repairs obvious. • New culverts were nice and liked the low water cressing and what the future plans for Wysong Dam. • Well controlled structures monitored in real time. • Keep up the good work. • Staff do a great job maintaining roads, fences and hydraulic features. Critical culverts were recently replaced that failed after Hurricane Milton (2024). Staff coordinate well with Field Ops Staff and recently installed an air boat slide to help prevent erosion damage on the Flying Eagle berm.				
Administration					
Land Acquisition					
Overall Land Acquisition Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - Consider acquisition of inholding parcels to complete boundary and improve management.			4		2
Objective 2 - Evaluate opportunities to acquire fee interest in parcels within the District’s optimal boundary and Florida Forever work plan.			4		2
Objective 3 - Pursue acquisition of less-than-fee interests through strategic conversation easements that complement the District’s existing network of fee interests and less-than-fee acquisitions.			4		2
Comments	• Glad to see so much land protected. • Again, many challenges can’t deal with unwilling landowners. But compliments for your work/efforts on conservation easements. • Flying Eagle Preserve is a critical preservation corridor along the Withlacoochee River and adjacent to several other conservation lands. Staff actively look for ways to acquire additional conservation land for approved maintenance and wildlife protection (corridor).				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Land Use and Recreation					
Land Use					
Overall Land Use Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 - Routinely review agreements, easements, and leases and update as necessary.			6		
Objective 2 - Review special requests and issue SUAs for uses that are consistent with the District policies.			6		
Objective 3 - Maintain cooperative relationships with state, local, and other governmental entities as well as with stakeholders.			6		
Recreation					
			Yes	No	In Progress
Objective 1 – Maintain appropriate public access and quality compatible recreational opportunities.			6		
Objective 2 – Evaluate requests for additional compatible public access and recreational opportunities.			5		1
Objective 3 – Meet with stakeholders to discuss and explore opportunities to improve management of boat access within the Preserve to minimize impacts to the natural communities.			4		2
Comments	• High quality recreational opportunities. • Good access to use by the public. • Provides maximum amount of rec time and well coordinated. • Keep up the good work. • Numerous recreational based activities take place within Flying Eagle Preserve. Land management staff have created positive relationships with partner agencies and the public, and the benefits of those relationships have improved overall stakeholder interaction.				

Exhibit 1
**Flying Eagle Preserve
Land Management Review Report**

Archaeological and Cultural Resources					
Overall Archaeological and Cultural Resources Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 – Coordinate and follow the Division of Historical Resources' recommendations for protection on known sites.			6		
Objective 2 – Take precautions to protect these sites from potential impacts resulting from management or maintenance activities.			5		1
Objective 3 – Maintain qualified staff as an Archaeological Site Monitor.			4		2
Objective 4 – Provide monitoring and evaluation of known sites on regular basis and coordinate with law enforcement partners and DHR to protect sites from unauthorized activity.			5		1
Comments	- Sites well respected and monitored regularly. - Not sure what actions are taken. - Many cultural resources exist in the preserve. Staff take necessary precautions to protect them including having FWC security on-site.				
Security					
Overall Security Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 – Identify, document, and address security issues, including encroachments and unauthorized access.			6		
Objective 2 - Maintain and inspect boundary fences, boundary lines, and gates to deter encroachment and unauthorized access. Post and maintain rule and boundary signage.			6		
Objective 3 - Maintain and as needed update law enforcement agreement with FWC or other agencies as appropriate.			6		
Comments	- Unauthorized access has historically been an issue but land management staff take the necessary and corrective actions to limit it. This includes repairing fences, posting signage, and hiring an FWC officer to periodically patrol and live onsite. - Keep up the good work. - FWC onsite is helpful. - Good to have FWC onsite for law enforcement.				

Exhibit 1
Flying Eagle Preserve
Land Management Review Report

Management Plan					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 – <i>Does the current management plan adequately meet the management needs of the Preserve?</i>			5		1
Comments	• The management plan is very comprehensive and more than adequately meets the management needs of the Preserve. • Imperiled species section is weak. FWC? (You have a wildlife biologist on your board now, Josh Gamblin!) – but he's big on game spp not imperiled spp. • Nice plan; would like to see some info on natural community fire return interval so condition class is put into perspective for the layperson.				
Overall Management					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 – <i>Is the property being managed in accordance with the management plan?</i>			5		1
Objective 2 – <i>Is the property being managed for the conservation purposes (water quality, flood protection, water supply, and natural systems protection and enhancement) for which it was acquired.</i>			6		
Comments	• Thank you for what you do! And for maintaining these LMR's. I'm sure it's rare to get thanks from the public, versus complaints! • Culture resources & history • Great tour. Thoroughly enjoyed seeing the property. It's well managed. Great job!				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Land Management staff hosted an Interagency Land Management Review (Review) as required per Ch. 373.591 of the Florida Statute, on April 15, 2026, to assure that the Lake Panasoffkee Preserve (Preserve) is being managed by the District as specified in the Land Management Plan (Plan) for the Preserve. The Review team ranked the District's management activities based on the goals and objectives outlined in the Plan. The Review team consisted of governmental and non-governmental organizations, as well as a local private landowner. The reviewers and the organizations that they represent are outlined below. The results of the review are also provided in this report.

Review Team organization and representing participants.	
Florida Fish and Wildlife Conservation Commission	Charlie Strazzullo
Citrus Chapter FNPS	Athena Philips
Florida Forestry Service	Vincent Morris
Fort Cooper State Park	Chris Raby
Private Landowner/Biologist	Nancy Dwyer
Southwest Florida Water Management District	Frederik Hachmeister

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

RESOURCE PROTECTION AND MANAGEMENT					
Hydrologic Management					
Overall Hydrologic Conditions Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 – Continue to observe and assess water resources within the Preserve to ensure desired hydrologic function and develop restoration projects, as necessary.			6		
Objective 2 – Continue monitoring water quality and wetland conditions through the data collection network and periodic wetland assessments.			6		
Objective 3 – Protect water resources during management activities by continued implementation of Silvicultural and Agricultural Best Management Practices.			6		
Objective 4 – Continue to observe and monitor recreational uses on Little Jones Creek for water quality issues and erosion.			6		
Comments	• This is the prime objective of SWFWMD and they are doing well at Lake Pan. • Next plan should consider if culverts meet needs in high water events, such as hurricanes. • Seems to be good monitoring with proper wells and professional staff to monitor sufficiently. • Enjoyed seeing how the water level is monitored. • Try to buy Little Jones Head Springs. I hope that no one is using fertilizer, including cattle lessee & FWC when they planted food plots. • Data collection sites are actively monitored. • Water quality in lake monitored local remediation projects in progress.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Fire Management					
Overall Fire Management Met	1 (Low)	2	3	4	5 (High)
				3	3
			Yes	No	In Progress
Objective 1 - Develop and implement an annual burn plan and apply prescribed fire according to the District's Fire Management Guidelines.			6		
Objective 2 - Conduct majority of prescribed burns during the growing season to support development of native fire-dependent species and habitat function.			4		2
Objective 3 - Update and maintain a condition class database to track management activities on specific management units.			6		
Objective 4 - Maintain perimeter firelines on an annual basis and establish strategic internal management lines supporting the seasonal needs of prescribed fire program.			6		
Comments	• Doing a great job in difficult to burn units due to location of 75. • Management is doing a good job of getting fuel load reduced & getting to a regular F.R.I. • Looks like this property has been deprived of fire during the recent history but it is evident that current staff has made efforts to restore fire. All burnable acres have seen fire at least once in the last 5 years and efforts are underway to do more. • Zones look good that were burned. Future burn plans are well thought out. • Make burning a priority e.g. burn on weekends & holidays if that's the weather window. • Planned burn next to I-75 poses challenge.				

Exhibit 2
Lake Panasoffkee Preserve
Land Management Review Report

Restoration and Natural Systems Maintenance					
Overall Restoration / Natural Systems Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - Assess habitat conditions and develop restoration strategy to recover historic natural communities on previously altered sites targeting imperiled natural communities.			3		3
Objective 2 - Utilize information obtained from historic imagery, FNAI Natural Communities Mapping, and on-site investigations to implement site specific restoration projects that support the District's restoration goals.			5		1
Natural Systems Maintenance					
			Yes	No	In Progress
Objective 1 - Continue to maintain existing habitat enhancement projects over the long-term to achieve desired future conditions outlined in the FNAI Natural Community Guide.			6		
Objective 2 - Evaluate and develop habitat enhancement projects to improve habitat function.			5		1
Objective 3 - Implement habitat management projects that support the improvement and development of native plant and animal communities, including imperiled species.			5		1
Comments	• Using fire as the main tool for restoration which is appropriate. • Mapping of listed species could be improved. Invasive treatments are good, but burning and surveys could be done better. • I liked seeing the mechanical treatments and the follow up burning. Flatwoods look really good. • Anything you can do to restore some of the former sandhill on the area would be so good for sandhill species. Please plant long leaf, post oak, blue jack & turkey oak in the public rec/campground. • Two projects completed in the past 5 years, one more planned for 2026.				

Exhibit 2
Lake Panasoffkee Preserve
Land Management Review Report

Forest Management					
Overall Forest Management Met	1 (Low)	2	3	4	5 (High)
				4	4
			Yes	No	In Progress
Objective 1 - <i>Manage the forest resources in accordance with the District's 10-Year Timber Management Plan and conduct timber harvests as scheduled.</i>			5		1
Objective 2 - <i>Evaluate and develop forest management projects to support specific restoration and enhancement objectives developed for the Preserve.</i>			4		2
Objective 3 - <i>Conduct annual inspections of forest resources for indication of disease, insect infestations, or damage from fire to promote forest health and sustainability.</i>			5		1
Comments	- Monitoring and management for forest is good. - Not much timber management on this site. - Maybe plant more LL? - Timber management, habitat improvement projects and prescribed burns in place.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Imperiled Species Management					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 - <i>Implement land management strategies and techniques that support development of habitat required for known imperiled species.</i>			6		
Objective 2 - <i>In cooperation with other agencies and partners, implement survey and monitoring protocol where feasible for imperiled species and identify strategies for their recovery.</i>			5		1
Objective 3 - <i>Work with other state agencies, conservation organizations, and landowners to maintain habitat connectivity.</i>			6		
Comments	• Whooping crane on site. Managing through fire for gopher tortoises. Also providing kestrel nesting boxes. • Next plan needs to address plant & animal species known to have or be present on site, not just 'known or likely to have occurred'. Management goals for those species should be included. • Work with NWTF and FWC has benefitted endangered species. Improved burning and more individual species management could be improved. • They work closely with FWC. • Have FNAI look for T & E species. Any targeted management? • Active cooperation with other agencies and universities.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Invasive Exotic Species Management					
Overall Exotic Species Management Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 - Implement the District's Invasive Plant Management Plan for the Preserve.			6		
Objective 2 - Employ an EDRR methodology on new infestations identified in the Invasive Plant Management Plan.			6		
Objective 3 - Implement the feral hog control plan and manage the feral hog population on the Preserve.			6		
Comments	• Very clean site with respect to nuisance species. Very good invasive species program. • Doing a great job. I only detected 2 patches of sword fern in the entire visit. Caesar's weed is not counted. • Very few exotic plants to find on the route. They have a dedicated team to treat exotics. • Keep up the good work.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Infrastructure and Maintenance					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - <i>Annually inspect and maintain roads and trails according to their designated maintenance schedule.</i>			6		
Objective 2 - <i>Monitor and maintain culverts, bridges and low water crossings to prevent adverse impacts on hydrology.</i>			6		
Objective 3 - <i>Periodically inspect boundary fencing and gates to assure adequate protection of District resources and repair as needed.</i>			6		
Comments	- Infrastructure is fine with good roads and host keeping up. - All infrastructure seems to be in good working order. Maybe grade the main entrance more than one time a year, do it as needed with the camp host and a small tractor with a box blade. - Keep up the good work. - Annual maintenance in place.				
Administration					
Land Acquisition					
Overall Land Acquisition Met	1 (Low)	2	3	4	5 (High)
				1	5
			Yes	No	In Progress
Objective 1 - <i>Consider acquisition of inholding parcels to complete boundary and improve management.</i>			4		2
Objective 2 - <i>Evaluate opportunities to acquire fee interest in parcels within the District's optimal boundary and Florida Forever work plan.</i>			4		2
Objective 3 - <i>Pursue acquisition of less-than-fee interests through strategic conversation easements that complement the District's existing network of fee interests and less-than-fee acquisitions.</i>			5		1
Comments	- We did not get too much information about the subject. - Takes a lot of effort for a rare pay off. - No purchases have been made but there has been continuous evaluation in case an opportunity arises.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Land Use and Recreation					
Land Use					
Overall Land Use Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 - Routinely review agreements, easements, and leases and update as necessary.			6		
Objective 2 - Review special requests and issue SUAs for uses that are consistent with the District policies.			6		
Objective 3 - Maintain cooperative relationships with state, local, and other governmental entities as well as with stakeholders.			6		
Recreation					
			Yes	No	In Progress
Objective 1 – Maintain appropriate public access and quality compatible recreational opportunities.			6		
Objective 2 – Evaluate requests for additional compatible public access and recreational opportunities.			5		1
Objective 3 – Continue cooperation with Pasco County to provide multi-use recreational opportunities.			6		
Comments	• Strong recreational opportunities and will increasing in the Lake Pan PHA. • Camping & pavilion conditions are excellent. One the best WMD I've seen. Equestrian camping could use more trees to cover to provide some shade & enhance Sherman's fox squirrel habitat. • Recreation has been adequately considered. • They do a good job giving public access while preserving the natural resources. • Keep up the good work. Please plant sandhill trees in the barren part around the campground & protect them from mowers (fence is problematic/use fiberglass trail markers).				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Archaeological and Cultural Resources					
Overall Archaeological and Cultural Resources Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 – <i>Coordinate and follow the Division of Historical Resources’ recommendations for protection on known sites. Continue to monitor, protect, and preserve as necessary any identified sites.</i>			6		
Objective 2 – <i>Take precautions to protect these sites from potential impacts resulting from management or maintenance activities.</i>			6		
Objective 3 – <i>Maintain qualified staff as an Archaeological Site Monitor.</i>			6		
Comments	• They take care to make sure they don’t open new areas without assessing ARM implications – even for fire lines. • Management is doing a good job & adding to the site inventory list. • Sites identified and protected. • Cultural resources management is good. • Keep up the good work. • Map layer in place to discover any overlap with historical sites and activities. All land managers are ARM certified.				
Security					
Overall Security Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 – <i>Identify, document, and address security issues, including encroachments and unauthorized access.</i>			6		
Objective 2 - <i>Maintain and inspect boundary fences, boundary lines, and gates to deter encroachment and unauthorized access. Post and maintain rule and boundary signage.</i>			6		
Objective 3 - <i>Maintain and as needed update law enforcement agreement with FWC or other agencies as appropriate.</i>			6		
Comments	• FWC, Sheriff, and host provide enough security. • FWC and local law enforcement handle security and protection. • Keep up the good work. • Fence maintenance as part of the cattle lease agreement. Cooperation with law enforcement in place.				

Exhibit 2
**Lake Panasoffkee Preserve
Land Management Review Report**

Management Plan					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 – Does the current management plan adequately meet the management needs of the Preserve?			4		1
Comments	- Plan does a good job of guiding management but could be improved with better non-water based monitoring of animal & plant species, and guidance on habitat restoration. - Plan not specific enough doesn't have mapped endangered species, fire return interval for each community. Plant community narratives too short. - Beautiful property. District is doing a great job managing the preserve. - Maybe more focus on wildlife.				
Overall Management					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
					6
			Yes	No	In Progress
Objective 1 – Is the property being managed in accordance with the management plan?			6		
Objective 2 – Is the property being managed for the conservation purposes (water quality, flood protection, water supply, and natural systems protection and enhancement) for which it was acquired.			6		
Comments	- Overall, the site managed very well and achieving many goals of natural system restoration. SWFWMD works well with cooperating agencies. - The property is being managed for the purposes in which it was intended. - Thanks for the tour. Keep up the good work Chris!				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Land Management staff hosted an Interagency Land Management Review (Review) as required per Ch. 373.591 of the Florida Statute, on April 22, 2026, to assure that the Little Manatee River Southfork Tract (Tract) is being managed by the District as specified in the Land Management Plan (Plan) for the Preserve. The Review team ranked the District's management activities based on the goals and objectives outlined in the Plan. The Review team consisted of governmental and non-governmental organizations, as well as a local private landowner. The reviewers and the organizations that they represent are outlined below. The results of the review are also provided in this report.

Review Team organization and representing participants.	
U.S. Fish & Wildlife Service	Todd Mecklenborg
Audubon FL	Danielle Ivey
FL Fish & Wildlife Conservation Commission	Dwight Myers
Florida Forestry Service	Eric Strickland
Florida Department of Environmental Protection	Matthew Hodge
Manatee County Government	Clayton McCurry Jared Deblecourt

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

RESOURCE PROTECTION AND MANAGEMENT					
Hydrologic Management					
Overall Hydrologic Conditions Met	1 (Low)	2	3	4	5 (High)
				4	2
			Yes	No	In Progress
Objective 1 - Continue to observe and assess water resources within the Preserve to ensure desired hydrologic function and develop restoration projects, as necessary.			6		
Objective 2 - Continue monitoring water quality and wetland conditions through the data collection network and periodic wetland assessments.			6		
Objective 3 - Protect water resources during management activities by continued implementation of Silvicultural and Agricultural Best Management Practices.			5		1
Comments	District inherited ditches which can affect hydrologic management.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Fire Management					
Overall Fire Management Met	1 (Low)	2	3	4	5 (High)
			1	1	4
			Yes	No	In Progress
Objective 1 - Develop and implement an annual burn plan and apply prescribed fire according to the District's Fire Management Guidelines.			6		
Objective 2 - Conduct majority of prescribed burns during the growing season to support development of native fire-dependent species and habitat function.			6		
Objective 3 - Update and maintain a condition class database to track management activities on specific management units.			6		
Objective 4 - Maintain perimeter firelines on an annual basis and establish strategic internal management lines supporting the seasonal needs of prescribed fire program.			5		1
Comments	• Impressive burn regime considering the changing nature of our wet/dry seasons. Agreed that natural features that are unreliable as sufficient barriers disk lines are needed. Noticed there were many open spots so that leads me to believe the burns were done in a timely manner after mechanical treatment. • Excellent burn program. • Great job of using fire for management! Continue to reach out to Florida Forest Service for help with burning OPS might help with shortage of man power. • Fire management outstanding. • Apply fire at a higher rate.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Restoration and Natural Systems Maintenance					
Overall Restoration / Natural Systems Met	1 (Low)	2	3	4	5 (High)
				3	3
			Yes	No	In Progress
Objective 1 - Assess habitat conditions and develop restoration strategy to recover historic natural communities on previously altered sites targeting imperiled natural communities.			4		1
Objective 2 - Utilize information obtained from historic imagery, FNAI Natural Communities Mapping, and on-site investigations to implement site specific restoration projects that support the District's restoration goals.			6		
Objective 3 – Develop an annual workplan to implement these restoration and enhancement projects.			5		1
Natural Systems Maintenance					
			Yes	No	In Progress
Objective 1 - Continue to maintain existing habitat enhancement projects over the long-term to achieve desired future conditions outlined in the FNAI Natural Community Guide.			5		1
Objective 2 - Evaluate and develop habitat enhancement projects to improve habitat function.			6		
Objective 3 - Implement habitat management projects that support the improvement and development of native plant and animal communities, including imperiled species.			6		
Comments	• Staff have a good understanding of current conditions and where they want to be or go. • Congrats on getting scrub jays back into the area. While I know you are not doing single species management it is truly wonderful habitat for jays.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Forest Management					
Overall Forest Management Met	1 (Low)	2	3	4	5 (High)
			2	1	3
			Yes	No	In Progress
Objective 1 - <i>Manage the forest resources in accordance with the District's 10-Year Timber Management Plan and conduct timber harvests as scheduled.</i>			5		1
Objective 2 - <i>Evaluate and develop forest management projects to support specific restoration and enhancement objectives developed for the Tract.</i>			5		1
Objective 3 - <i>Conduct annual inspections of forest resources for indication of disease, insect infestations, or damage from fire to promote forest health and sustainability.</i>			6		
Comments	- There is not much to do here as far as forest management. Because there is not a great market for sand pine I would suggest partnering with local counties to get as much timber to harvest to entice any loggers. Hillsborough County's Balm Boyette has a lot of pine it needs harvested. Maybe a where/how the money goes to who nightmare but that is for procurement and fiscal to figure out right? - No timber stands to consider for sale. Managing sand pines appropriately. - Great job with removing sand pine with hydro chop. Could look into harvesting but would need enough acreage and accept low bids just to get the work done. Maybe consider some kind of tree inventory just to know whats there and for health on occasion if you don't already.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Imperiled Species Management					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 - <i>Implement land management strategies and techniques that support development of habitat required for known imperiled species.</i>			6		
Objective 2 - <i>In cooperation with other agencies and partners, implement survey and monitoring protocol where feasible for imperiled species and identify strategies for their recovery.</i>			6		
Objective 3 - <i>Work with other state agencies, conservation organizations, and landowners to maintain habitat connectivity.</i>			5		1
Comments	• Doing an outstanding job! • Sounds like you have experts from Archbold and others to monitor the imperiled species. Also doing plantings (Golden Aster). • Current management activities benefit imperiled species. • SWFWMD does an incredible job managing scrub for all imperiled species. Scrub is notoriously difficult to manage with fire.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Invasive Exotic Species Management					
Overall Exotic Species Management Met	1 (Low)	2	3	4	5 (High)
			1	2	3
			Yes	No	In Progress
Objective 1 - Implement the District's Invasive Plant Management Plan for the Tract.			6		
Objective 2 - Employ an early detection rapid response (EDRR) methodology on new infestations identified in the Invasive Plant Management Plan.			6		
Objective 3 - Implement the feral hog control plan and manage the feral hog population on the Tract.			6		
Comments	• This is a never ending battle and looks like you have a good handle on the populations and where they are coming from offsite. One suggestion is to plant a row of wax myrtle or salt bush against the solar field to try to catch the cogon seeds. You may even be able to do it on TECO's property. • Saw past cogon grass treatment. Good that you are managing feral hogs. • The hog program sounds outstanding! • Invest in pig brig trapping system.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Infrastructure and Maintenance					
Overall Imperiled Species Management Met	1 (Low)	2	3	4	5 (High)
				3	3
			Yes	No	In Progress
Objective 1 - Annually inspect and maintain roads and trails according to their designated maintenance schedule.			5		1
Objective 2 - Monitor and maintain culverts, bridges and low water crossings to prevent adverse impacts on hydrology.			4		2
Objective 3 - Periodically inspect boundary fencing and gates to assure adequate protection of District resources and repair, as needed.			6		
Comments	• Would like to pursue culvert to increase access to addition habitat maintenance and provide access for FDEP (South Fork S.P.). • Noticed one of the roads through the scrub was well below the grade of the surrounding scrub. Not sure there is much you can do to about that wouldn't be super expensive and invasive. • Roads and fire lines were maintained. • Fencing between conservation lands can sometime be deleterious consider any new fence projects. Culverts that help access to land management and other land management and other land managements should be considered.				
Administration					
Land Acquisition					
Overall Land Acquisition Met	1 (Low)	2	3	4	5 (High)
				4	2
			Yes	No	In Progress
Objective 1 - Consider acquisition of inholding parcels to complete boundary and improve management.			5		1
Objective 2 - Evaluate opportunities to acquire fee interest in parcels within the District's optimal boundary and Florida Forever work plan.			6		
Objective 3 - Pursue acquisition of less-than-fee interests through strategic conversation easements that complement the District's existing network of fee interests and less-than-fee acquisitions.			6		
Comments	• Would suggest acquiring any properties that are on the boundary of the preserve.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Land Use and Recreation					
Land Use					
Overall Land Use Met	1 (Low)	2	3	4	5 (High)
			1	3	2
			Yes	No	In Progress
Objective 1 - Routinely review agreements, easements, and leases and update as necessary.			6		
Objective 2 - Review special requests and issue SUAs for uses that are consistent with the District policies.			6		
Objective 3 - Maintain cooperative relationships with state, local, and other governmental entities as well as with stakeholders.			6		
Recreation					
			Yes	No	In Progress
Objective 1 – Maintain appropriate public access and quality compatible recreational opportunities.			6		
Objective 2 – Evaluate requests for additional compatible public access and recreational opportunities.			5		1
Comments	- Hiking opportunity is provided. - Wonderful area for the public to get acquainted with Florida scrub.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Archaeological and Cultural Resources					
Overall Archaeological and Cultural Resources Met	1 (Low)	2	3	4	5 (High)
		1	1	1	3
			Yes	No	In Progress
Objective 1 – <i>Coordinate and follow the Division of Historical Resources' recommendations for protection on known sites. Continue to monitor, protect, and preserve as necessary any identified sites.</i>			5		1
Objective 2 – <i>Take precautions to protect these sites from potential impacts resulting from management or maintenance activities.</i>			6		
Objective 3 – <i>Maintain qualified staff as an Archaeological Site Monitor.</i>			6		
Comments	• No significant archaeological resources to consider. • Would suggest looking with USF. They do have Archaeologist that may be able to do a comprehensive survey.				
Security					
Overall Security Met	1 (Low)	2	3	4	5 (High)
				3	3
			Yes	No	In Progress
Objective 1 – <i>Identify, document, and address security issues, including encroachments and unauthorized access.</i>			6		
Objective 2 - <i>Maintain and inspect boundary fences, boundary lines, and gates to deter encroachment and unauthorized access. Post and maintain rule and boundary signage.</i>			6		
Objective 3 - <i>Maintain and as needed update law enforcement agreement with FWC or other agencies as appropriate.</i>			6		
Comments	• FWC patrols. • Locked gates! Fencing where appropriate. FWC Law Enforcement.				

Exhibit 3
**Little Manatee River Southfork Tract
Land Management Review Report**

Management Plan					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 – Does the current management plan adequately meet the management needs of the Preserve?			6		
Comments	The District staff has continued to perform outstanding habitat management for listed and trust resource.				
Overall Management					
Overall Management Plan Met	1 (Low)	2	3	4	5 (High)
				2	4
			Yes	No	In Progress
Objective 1 – Is the property being managed in accordance with the management plan?			6		
Objective 2 – Is the property being managed for the conservation purposes (water quality, flood protection, water supply, and natural systems protection and enhancement) for which it was acquired.			6		
Comments	- While I have never been to this piece of land before it is a beautiful piece and well maintained. Additional dollars for additional equipment and/or staff. More resources can have an additional benefit to the land and public. - I am impressed with the management on the property and think it is in good hands with Cody. - Property looks great. Been coming out for decades and continues to improve and willingness to receive input from outside agencies. Great cooperation on assisting our agency with our mission. (Florida Golden Aster, Florida Scrub Jays).				

Governing Board Meeting
July 28, 2026

5. RESOURCE MANAGEMENT COMMITTEE

5.1 **Discussion:** Consent Item(s) Moved to Discussion 175

RESOURCE MANAGEMENT COMMITTEE

July 28, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Randy Smith, PMP, Division Director, Resource Management Division

Governing Board Meeting
July 28, 2026

6. REGULATION COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	176
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REGULATION COMMITTEE

July 28, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation Division

Governing Board Meeting
July 28, 2026

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	177
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	178

GENERAL COUNSEL'S REPORT

July 28, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

GENERAL COUNSEL'S REPORT

July 28, 2026

Discussion: Action Item: Affirm Governing Board Committee Actions

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Land, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

COMMITTEE/LIAISON REPORTS

July 28, 2026

Discussion: Information Item: Agricultural & Green Industry Advisory Committee

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Dustin Rowland, Board Member

EXECUTIVE DIRECTOR'S REPORT

July 28, 2026

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian J. Armstrong, P.G., Executive Director

CHAIR'S REPORT

July 28, 2026

Discussion: Information Item: Chair's Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Jack Bispham, Chair

CHAIR'S REPORT

July 28, 2026

Discussion: Information Item: Employee Milestones

Presenter:

Jack Bispham, Chair

July 2026 Milestones

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau
5	07/26/2021	Amber Smith	Senior Government Affairs Regional Manager	Tampa	Office of Government and Community Affairs
5	07/26/2021	Kate Newsome	Senior Environmental Scientist	Tampa	Environmental Resource Permit
10	07/12/2016	Sam Rogers	Compliance Inspector	Sarasota	Regulatory Support
10	07/25/2016	Nathaneal Engler	Senior Heavy Equipment Operator	Brooksville	Operations
20	07/03/2006	Mark Fulkerson	Chief Professional Engineer	Brooksville	Engineering and Project Management
20	07/31/2006	Shannon Maynard	Senior Chemist	Brooksville	Data Collection
20	07/31/2006	Stacy Joyner	Field Technician	Tampa	Data Collection
30	07/22/1996	Dave Testerman	Chief Field Technician	Bartow	Natural Systems and Restoration